

**Memorandum of Understanding
for 2020-2021 Reopening of Schools Related to COVID-19
Between Stockton Unified School District
and Stockton Teacher Association
April 16, 2021**

The Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding in-person instruction related to the coronavirus (“COVID-19”) pandemic and the 2020-2021 school year. The Parties recognize the need to open school safely per recommendations by public health officials and State guidelines for the remainder of the 2020-2021 school year through May 28.

Reporting Unsafe Conditions or Work Issues Related to COVID-19

1. The District will comply with the safety requirements required by state and federal laws, and shall adhere at minimum to applicable COVID-19 guidelines issued by the Centers for Disease Control (“CDC”), the California Department of Public Health (“CDPH”), the California Department of Education (“CDE”), the California Department of Industrial Relations, Division of Occupational Safety and Health (“Cal/OSHA”), and the San Joaquin County Office of Education, all in accordance with San Joaquin County Public Health Department (“SJCPHD”) localization of these requirements to our county, including the document titled *COVID-19 Industry Guidance: Schools and School Based Programs*.
2. In the interest of protecting community and workplace health, any employees shall have the right, without retaliation, to bring to the District’s attention any working condition which they believe unreasonably presents a risk to health or safety by notifying their supervisor and or ` in writing of such condition and the basis therefore. The supervisor shall, within two working days, respond in writing to the employee, with simultaneous copy to STA, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints, or to bring a grievance for violation of this MOU.
3. The District, pursuant Labor Code Section 6409.6, and COVID-19 Infection Prevention Requirements (AB685), will provide STA with notice should it learn of a confirmed COVID-19 infection of an employee or student and at which campus or work site the infection was found or suspected. The Parties understand this notification is subject to guidance by public health officials, as well as confidentiality rights. The District shall identify individuals who have been in close contact (within six feet for 15 minutes or more, cumulative in a 24-hour period) of an infected person, or a person who is suspected to be infected, and take steps to isolate the infected person and close contacts.



COVID Mitigations and At-Increased-Risk Employees

4. Employees belonging to populations deemed by the State under current and SJCPHD and CDC guidelines as uniquely vulnerable to the effects of COVID-19 shall be allowed to self-quarantine by accessing SB95 Supplemental Paid Sick Leave, and as necessary, to engage in an interactive dialogue with Risk Management to access the availability of reasonable accommodations based on documented medical needs. Similarly, those employees with medical proof of susceptibility to COVID-19, or those employees who have medically vulnerable individuals in their household under current CDC or SJCPHD guidelines, shall be allowed to self-quarantine and access SB95 Supplemental Paid leave, as well as leaves set forth in the Parties' collective bargaining agreement ("CBA") in order for the employee to remain in paid status when possible. Vulnerability to COVID-19 shall be determined by the employee's physician in accordance with SJCPHD and CDC guidelines and may be subject to verification by Risk Management. Prior to exhaustion of all available leaves, the District shall meet with the affected employee and, where practicable, offer light duty assignments to allow employees to work from a safe work location or at home at the expiration of their leaves, retaining all rights and benefits under the CBA.
5. The parties agree that as per SB95 employees shall be entitled to up to ten (10) days of Emergency Paid Sick Leave, from January 1, 2021 through September 30, 2021. Leaves under this section may be used intermittently for the following reasons:
 - A. The employee is subject to a quarantine or isolation period related to COVID-19 ordered by a government official; or
 - B. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19; or
 - C. The employee is attending an appointment to receive a vaccine for protection against contracting COVID-19; or
 - D. The employee is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework or
 - E. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis or
 - F. The employee is caring for a family member subject to quarantine either due to government order or medical advice; or
 - G. The employee is caring for a child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.



6. All facilities shall continue to be sanitized according to state and county agency regulations, including full compliance with Cal-OSHA guidelines, and inclusive of all existing and freshly-updated regulations regarding COVID mitigation. Pertinent elements of SB98 (e.g. pertaining to sanitization, COVID mitigation, etc.) shall likewise be attended to.
 - a. The parties recognize that District health protections revolve centrally around social distancing, masking, custodial deep cleaning, HVAC air double-scrubbing (via universally-installed ionizers and MERV13 filters), and the non-sharing of most touched materials and surfaces.
 - b. For those materials and surfaces that cannot avoid being “shared” (e.g. desks used by several class periods over the day, CTE tools, certain PE equipment, etc.), teachers are only expected to ensure or conduct the minimum level of cleaning needed.
 - c. While teacher and student procedures can each play a part in this limited cleaning, students are not to use or have access to restricted chemical-containing materials.

Intent/example: A high school period 1 ends. Students leave the room. Teacher sprays a non-chemical District-provided solution onto each student desk surface. Students entering period 2 pick up a dry paper towel on the way in and wipe their own desk. (This same type of sequence could apply to elementary students changing rooms for platooned interventions or electives.)

7. All District safety practices shall be governed by:
 - a. Each school’s site safety plan: <https://www.stocktonusd.net/Page/15554>
 - b. The District’s COVID-19 Prevention Program: <https://www.stocktonusd.net/cms/lib/CA01902791/Centricity/Domain/5383/covid%2019%20prevention%20program.pdf>
 - c. CDPH’s COVID-19 School Guidance Checklist: https://www.stocktonusd.net/cms/lib/CA01902791/Centricity/Domain/5383/COVID19_School_Guidance_Checklist_032321%20v2.pdf
 - d. Preschool-specific guidance: <https://files.covid19.ca.gov/pdf/guidance-childcare--en.pdf>

Schedules and Instructional Models

8. **Hybrid Groupings (A/B/C)**
 - a. Student returns begin Thursday, April 29 with students in three cohorts (A, B, C). Teachers will have either Group A or Group B in person with the rest virtual, except for Wednesdays when all teacher-student contact will be virtual.
 - b. In preschool, on Group A and Group B days student virtual participation will be asynchronous (not live virtual instruction), while Wednesdays are entirely virtual for all three groups.
 - c. For all other levels besides preschool, Group A and Group B days will use synchronous (live virtual instruction) for students not in-person, while Wednesdays are entirely

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- virtual for all three groups.
- d. When scheduling student Groups and administrating on-site instructional days, the District shall prevent, supervise, or otherwise secure above-reproach practice any situations in which a teacher is (or would be) alone with a student. Known or anticipated instances should be communicated to the site supervisor accordingly.
 - e. Overviews of the schedule as a calendar and Groups A/B/C are attached as **Exhibit D**.

9. Concurrent Instruction

- a. On days that include in-person instruction (A and B days for non-preschool contexts), instruction shall engage all students present whether present virtually or in-person. It is mutually recognized by the District and the Association that concurrent instruction can take many forms whether aiming squarely to maximize meaningfulness, equity, and a balance of both priorities. Three ways this could look are recognized:
 - i. “Roomies & Zoomies Equity”: Students in the room and students engaging remotely are each engaged with instruction if the teacher sees into two rooms concurrently: one virtual and one spatial. The teacher may be essentially “streaming” their own instruction while moving in the classroom space.
 - ii. “DL-from-the-Desk Equity”: All students are engaged in the same space virtually regardless of whether they are present in-person or engaged remotely. The teacher may be essentially conducting DL from their device (as with this year’s Distance Learning) while in the classroom, engaging students thru the virtual space as much as possible.
 - iii. “Rotation Equity”: Student groups are engaged in different ways at the same time, but the teacher also rotates all student groups through the same experiences as equitably as possible.

Example: Upon student site returns, a teacher wishes to maximize social-emotional connections without disregarding i-Ready testing. The teacher could maximize social-emotional activity for Group A students on an A day, Group B students on a B day, and Group C students on the remote Wednesday, with the other two student groups doing i-Ready on each respective day.

10. Site schedules

- a. Site schedules will continue following AB77 minutes and only be altered through “collapsing” to make all instructional minutes directly sequential. In effect, such changes should only remove “breaks” in between class periods, subjects, etc., while leaving site schedules otherwise unmodified.
- b. All general meetings shall maintain the same minutes but will continue being virtually accessed. (Note: This does not mean such meetings are to be accessed from off-site by teachers not on the 67 Option.)
- c. Teacher contract time remains in effect. Non-instructional-minutes contract time for teachers is to be spent on site (except for teachers who have opted into “The 67 Option”) and is spent at each teacher’s discretion without imposition.
- d. Historical standard practices for student arrival/departure duties (first and last 15 minutes of the day) shall match the 15 minutes before and after the day’s instructional

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minutes rather than total contract time. This ensures such duties are meaningfully related to student instructional arrival and departure.

Unique Formats and Adjustments

11. PE: see attached Exhibit A
12. VAPA: see attached Exhibit B
13. For all special education programs, this MOU still applies, but with modifications and/or additional details as outlined in attachment Exhibit C (attached special education specifics-by-program for SDC/ED/MS/AUT/ESCE/MM, RSP/caseloads, etc.)
14. Classroom teachers may choose to teach remotely or from on-site on Wednesdays, but if teaching from their classroom should expect to coordinate with their supervisor to ensure deep-cleanings do not overlap their classroom usage. This can be seen in Exhibit D. For non-classroom-based positions (e.g. specialists, instructional coaches), unit members retain the option to work remotely on the same district days that classroom-based unit members have the option to work remotely. In this MOU, “remote” always means “does not need to be done from the employee’s worksite, whether school site or another site.”
15. Itinerant staff would follow their assigned schedule within health and safety protocols.
16. The parties recognize that while some contexts could involve teachers escorting students to food-related areas, teachers will not be in charge of supervising student eating.
17. Teacher attendance of site events (such as graduations and promotions) remain voluntary when outside contract hours.

Compensation and Flexibility

18. To resolve and compensate various Distance-Learning-related additional teacher labors over the pandemic, STA unit members shall receive a stipend of \$400. This stipend applies to all contracted unit members and extended-term substitutes (all FTEs, but not daily or long-term substitutes or 45 day consultants) if the member worked at least nineteen (19) work days during the course of the 2020-2021 school year. This compensation has nothing to do with site returns and is accordingly not related to the 2.5% unit equivalence “site-return stipend” listed separately below.
19. Teachers shall resume working from on-site as follows:
 - a. Teachers must resume working from on-site beginning no later than Thursday, April 29, since this would be the first day of site student presence. This mandate applies universally regardless of the teacher’s individual assignment schedule, but for split



assignments this applies to employees based on their respective days.

- b. Every STA unit member (who is an employed FTE or extended-term substitute on District payroll as of April 29, 2021) shall receive a “site-return stipend” from a common monetary pool split among all STA FTEs (to include extended-term substitutes but neither daily/long-term substitutes nor 45 day consultants) such that all full-time members all receive an identical stipend with partial-FTE members receiving a respective partial equivalence. The monetary pool thus divided among STA employees shall be the collective equivalent of what a 2.5% off-salary-schedule payment to all membership FTEs (including extended-term substitutes but not daily/long-term substitutes nor 45 day consultants) on District payroll as of April 29, 2021 would equate to.

NOTE: Current estimates place this 2.5% pool at \$3,855,468. Total FTEs shall be known after April 29, but are currently estimated to be between 2000 and 2050. This puts the site-return stipend at just over \$1900, depending on final verified FTE numbers.

- c. From April 29, 2021 until May 28, 2021, non-contractual rates shall be modified as follows:
 - i. the daily substitute rate shall be \$200/day
 - ii. the long-term substitute rate shall be \$220/day
 - iii. the 45-day consultant rate shall be \$350/day
- d. As applicable, any long-term substitute who becomes extended-term during the course of the spring return window shall have the long-term substitute rate only applied to their April 29 working days onward until the extended-term change in assignment. The number of days worked from that point forward as an extended-term substitute (up to and including checking out on May 28, appropriate to an extended-term substitute) do not receive an increased rate of pay. Instead, the extended-term substitute would receive a prorated site-return stipend (per 19.b) based on their number of days worked as an extended-term substitute, divided by the 22 days (April 29 to May 28).

20. Any training for In-Person Instruction shall be accessible/available to teachers (including substitute teachers) both during and outside their contract hours. Any teacher completing such trainings outside their contract hours shall be compensated at each individual teacher’s STA hourly rate. Any training conducted as in-person / face-to-face shall also be accessible virtually.

21. Flexibility mitigation supports for unit members:

- a. The Saturday before students return (April 24), all sites will be open from 8:00am to 2:00pm for voluntary staff access.
- b. **“The 67 Option”**: For the entirety of the site-returns calendar window of April 29 thru May 28 (not to change day by day), a teacher can choose to work remotely for non-instructional contract time (bell schedule of class periods and prep periods as appropriate) by accepting 67% of their return incentive amount instead of 100%. This



functions to compensate the teacher as if the teacher were a 0.67 FTE (67%) when the incentive pool of 19.b is distributed among the membership pool.

- i. For classroom-based positions, this option means all contracted work minutes become remote except for the class-period bell schedule and the 15 minutes before and after.
- ii. For multi-site/itinerant positions, this option means each day's remote time is the non-instructional time of the site they're at that day.
- iii. For positions not attached to a school site's instructional minutes (such a program or curriculum specialists), remote time applies to the last third of the member's contracted minutes.

c. **Staff with dependents who are SUSD students.** STA unit members with dependent(s) who are also SUSD students may bring the dependent(s) with them to work under special requirements of an individual agreement contract, including (but not necessarily limited to):

- i. release of liability
- ii. student stays within the teacher's protected social distancing safety zone
- iii. student operates under site health and safety protocols (e.g. accesses the restroom under escorting requirements)
- iv. such accompaniment does not impede the teacher's duties
- v. the student is school-aged
- vi. the teacher's classroom context is not preschool or special education

22. During the limited term of this MOU as defined herein, teachers who teach in the after-school program will be required to work an equivalent additional number hours following the end of each day's after-school program, with this work consisting of homework support/enrichment and other duties as set forth in Sections 6.14 and 6.15 of the CBA. This extra duty will be paid on the STA hourly salary schedule. Teachers are to coordinate with their supervisor accordingly.

- a. As student lunch would typically occur between the close of instructional minutes and the start of after-school programs, sites exploring student-supervision options may treat the 15 minutes after the end of instructional minutes (in terms of teacher work expectations) as supervision of the students transition. In practice this would resemble escorting or teacher supervisory proximity to student recess. This applies regardless of whether students are taking their lunch and simply leaving campus or securing their lunch and then having a 30-minute lunch in a site-supervised context that does not enlist teachers in such lunch supervision.
- b. If this provision is utilized, teachers have 30 minutes of duty-free lunch time before any teacher-staffed after-school programs start with students. This means a minimum of 45 minutes must transpire between the close of instructional minutes and the start of any teacher-staff after-school program to allow for the 15 minutes of after-instruction and 30 minutes of duty-free lunch time.



Intent: A teacher with contractual time after school without students may staff after-school program activities and be compensated. However, the remainder of their normal contractual work hours would still follow their after-school activity. So if the teacher normally would have two hours of contract time remaining after students leave, but the teacher conducts an hour of after-school compensated labor, the teacher would still have two hours of contract time remaining. However, all labor after the normal contract-day-end may be remote.

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 MOU is being entered solely under the context and circumstances of the COVID-19 pandemic, sets no precedents, enacts its provisions from ratification through May 28, 2021, and shall only be extended or modified by mutual written agreement. The District and/or Association reserve the right to negotiate any additional impacts related to COVID-19.

For the Association

 04 / 28 / 2021

Erica Richard, Bargaining Chair

 04 / 28 / 2021

Felice Bryson-Perez, STA President

For the District

 04 / 28 / 2021

John Ramirez Jr., Interim Superintendent

 04 / 28 / 2021

Nancy Lane, Director of Certificated Personnel

 04 / 28 / 2021

Claudia Moreno, Director of Labor Relations

Exhibit A: PE Guidance in SUSD for Safe Site Reopening

Weekly Instructional Time for PE

- PE teachers must be allotted time to instruct their 7th and 8th grade students at least once during the A/B Hybrid Grouping Model within the AB77 minute in-person day.
- CA Department of Education Requiring inclusion of PE within the instructional plan [here](#).
- When not instructing their 7th and 8th grade students, PE teachers will provide standards-based PE instruction to in-person TK-6 students according to each teacher’s scheduled grade level PE time. Students accessing their instruction through Distance Learning will be provided with asynchronous, standards-based PE lessons.
 - Ex. Mr. Callahan instructs his 7th and 8th grade students in Periods 1,3, and 5 on Monday/Thursday. He instructs his students in Periods 2,4, and 6 on Tuesday/Friday. On Wednesday Mr. Callahan continues with his current distance learning schedule.

Example of PE Teacher Callahan’s Weekly Schedule:

	M	T	W	Th	F
1	Ms. Adams’ 8th Grade (A)	Mr. Green’s 6 th Grade (A)	DISTANCE LEARNING	Ms. Adams’ 8th Grade (B)	Mr. Green’s 6 th Grade (B)
2	Mr. Taylor’s 5 th Grade (A)	Ms. Vicky’s 7th Grade (A)	DISTANCE LEARNING	Mr. Taylor’s 5 th Grade (B)	Ms. Vicky’s 7th Grade (B)
3	Mr. Pullman’s 8th Grade (A)	Mr. Tellman’s 5 th Grade (A)	DISTANCE LEARNING	Mr. Pullman’s 8th Grade (B)	Mr. Tellman’s 5 th Grade (B)
4	Mr. Gordon’s 5 th Grade (A)	Mr. Wright’s 8th Grade (A)	DISTANCE LEARNING	Mr. Gordon’s 5 th Grade (B)	Mr. Wright’s 8th Grade (B)
5	Ms. Gonzales’ 7th Grade (A)	Mrs. Yang’s 6 th Grade (A)	DISTANCE LEARNING	Ms. Gonzales’ 7th Grade (B)	Mrs. Yang’s 6 th Grade (B)
6	Mrs. Rios’ 6 th Grade (A)	Ms. Smith’s 7th Grade (A)	DISTANCE LEARNING	Mrs. Rios’ 6 th Grade (B)	Ms. Smith’s 7th Grade (B)

** (A) and (B) reflect the different cohorts of students that each teacher has during the week.

Stationary and Itinerant Teachers

- Currently there are **34 Stationary** and **6 Itinerant** Teachers. In addition, Commodore Stockton Skills Elementary has 2 Stationary Teachers. Commodore is not considered in this current count.

A proposed PE weekly assignment schedule for the 6 Itinerant Teachers is listed below:

	M	T	W	Th	F
Hong Kingston/Kohl	Hong Kingston	Kohl	Hong Kingston	Kohl	Hong Kingston
Taylor/Huerta	Taylor	Huerta	Taylor	Huerta	Taylor
Wilson/King	Wilson	King	Wilson	King	Wilson
Spanos/Washington	Spanos	Washington	Spanos	Spanos	Washington
Van Buren/Taft	Van Buren	Taft	Van Buren	Taft	Van Buren
Henry/Marshall CD	Henry	Marshall CD	Henry	Marshall CD	Henry

**Proposed Schedule based on current travel schedule and/or school size

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General Requirements for All Sports

- Face coverings must be worn when not participating in the activity (e.g., on the sidelines)
- Face coverings are to be worn by coaches, support staff and observers at all times, and in compliance with the California Department of Public Health. See [Guidance for the Use of Face Coverings](#).
- No sharing of drink bottles and other personal items and equipment.
- Limit indoor sports activities to comply with capacity limits and current tier status as indicated in the CDPH [Gym & Fitness Center Guidance Capacity](#).
- Physical conditioning, practice, skill-building, and training that can be conducted outdoors, with 6 feet of physical distancing, and within stable cohorts are authorized regardless of case rate or sport. Such activities may be conducted indoors consistent with restrictions by Tier in the Gym & Fitness Center Guidance Capacity document listed above.
- Face coverings should be worn by participants during practice, conditioning and during competition, even during heavy exertion as tolerated. See the [American Academy of Pediatrics interim Guidance on Return to Sports](#) for specific exceptions where the face covering may become a hazard.
- Maintain at least 6 feet of distance between coaches and participants, including when on the sidelines.
- Whenever possible refrain from sharing equipment.
- When equipment must be shared during an activity, participants perform hand hygiene (wash hands with soap and water or use an alcohol-based hand sanitizer) before play, during breaks, at half time, and after the conclusion of the activity.
 - Balls or other objects or equipment can be touched by multiple players during practice and play if the above hand hygiene practices are followed.

Gradual Contact Sports

- **Low-Contact Sports**: Individual or small group sports where contact within six feet of other participants can be avoided. Some of these sports have relatively low exertion rates that allow for consistent wearing of face coverings when within six feet of other people.
- **Moderate- Contact Sports**: Team sports that can be played with only incidental or intermittent close contact between participants.
- **High-Contact Sports**: Team sports with frequent or sustained close contact between participants and high probability that respiratory particles will be transmitted between participants.
- A non-exhaustive list of Gradual Contact Sports organized by category is available for guidance in the [Outdoor and Indoor Youth and Recreational Adult Sports Document](#).

Informed Consent

- Due to the nature and risk of transmission while participating in Outdoor High-Contact and Moderate-Contact sports, provide information regarding risk to all parents/guardians of minors participating in such sports, and have each parent sign an informed consent indicating their understanding and acknowledgement of the risks indicated herein.

Returning to Sports After Infection

- No one with symptoms of COVID-19 or who is in isolation or quarantine for COVID-19 is permitted to attend practices or competitions.
- Youths recovering from COVID-19 will have different paths to return to sports based on the severity of their illness. See the [American Academy of Pediatrics interim Guidance on Return to Sports](#) for additional guidance for more serious infections.
- All athletes and staff who test positive or are clinically diagnosed with COVID-19 must isolate:
 - For 10 days after symptoms first appeared (or 10 days after specimen collection for their first positive test), AND
 - At least 24 hours have passed with no fever (without use of fever-reducing medications), AND
 - Other symptoms have improved.

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Exhibit B: K-12 VAPA Guidelines for In-Person Hybrid Learning

Common Guidelines for all VAPA (Arts) Disciplines

{Dance, Theatre, Visual Art, and Music- Band, Choir Orchestra, Mariachi, K-6 General Music}

- All personnel must wear a face mask during class
Students playing a Wind instrument (Brass or Woodwind) may remove face mask to play their instrument. Replace when not playing. Wind instruments are only to be played with bell covers.
- No sharing of any kind of equipment, tools, supplies, instruments, or lockers.
- No changing of clothes, uniforms or costumes while at school.
- For Performing Arts classes that involve projecting voice, blowing into an instrument or singing, consider meeting outside. (Band, Choir, Mariachi, Theatre-Scene work)

What will VAPA (Arts) classes look like with the A/B Hybrid schedule?

High school- Since the high school classes are already part of the Master Schedule and meet the “F” requirement for the UC/CSU admissions as well as SUSD graduation;

- Continue to meet during their normal 2020-2021 scheduled class times.
- Follow the CDE Arts Education Guidelines for each discipline.

Elementary- (K-8)- Since CA does not recognize Arts (VAPA) as a Core Class described in the Every Student Succeeds Act (ESSA 2015) along with AB 77 limiting the time students attend school; we realize that K-8 VAPA (Arts) classes could be canceled when in person learning starts. As a way of honoring the K-12 credentials of these specialized teachers, providing Social and Emotional support to our SUSD students, and making school fun, please consider the following:

There are 2 types of Elementary VAPA classes offered within SUSD.

1. **Push-in for grades K-6** –General Music and Visual Art (2- Visual Art, 3- Music= Total of 5)

Suggestion for these teachers and classes-

- Continue to push in teaching virtually from a designated classroom at one site. This is how class has been taking place during distance learning, but from the choice on-site broadcasting location of the Arts teacher.
- This means both in-person and distance learning students would be attending on-line at the same time once a week for Arts class. Working together Principals, Arts, and classroom teachers could adjust schedules if needed.



2. Synergy Rostered- 7th and 8th grade (3- Visual Art, 3- Dance, 18- Music= Total of 24)

Distance Learning Day

- Elementary K-8 Arts teachers are to be given high priority regarding the schedule to hold synchronous learning during the AB77 time on the proposed Distance Learning day with their current rostered students. All other core subject teachers (ELA, Math, Social Science, Science) would allow these students to move to asynchronous learning during their scheduled virtual Visual Art, Dance or Music class. This would be important not only to continue class learning, but especially for the Social and Emotional health of the teachers and students.

In-person Day options:

- Help with the recovery of the learning loss high school Arts students have experienced during distance learning. Since these teachers are credentialed K-12 and have a concentrated study area (violin, clarinet, oil painting, lyrical dance, voice.) they could go in-person to their feeder high school and provide assistance. (Private lessons, Sectionals, etc.) This option would need to be coordinated with the K-8 and High School Principals as well at the High School and K-8 Arts teachers. VAPA (Arts) Coordinator could keep track of teacher attendance data if needed.

AND/OR

- Provide Arts enrichment classes in the area of their specialty to the K-6 grade students at their assigned Elementary school. Because the number of grade level classes varies at each school, enrichment classes could be held virtually or in-person. It would be important that the Principal, Arts and classroom teachers work together to create a schedule.



Exhibit C: Special Education Specifics by Program

SPED return to school plan for end of 2020/21 school year by program type.

The general provisions of this MOU as stated above for all teachers will apply to SPED teachers with the exceptions of the below additions or alternatives.

Note: KN-95 masks are appropriate District-provision to staff in any special education contexts (whether SDC or RSP) for which the teacher will reasonably need to be within 3 feet of students. In this document, the KN-95 provision has been explicitly indicated for those programs this 3-feet factor is already known to apply.

IEP Meetings and Assessments

1. Virtual tools (e.g., Zoom) or in person shall be used to hold any necessary IEP meetings. Exceptions may occur if parent declines holding the meeting virtually parent may be in person with one or more IEP team members, while other members are virtual.
2. Teachers will conduct needed assessments for initials and triennials in person or through using SPED provided/sanctioned on-line assessment tools.

Walton

Health and Safety

Enhanced PPE: The district will provide the following PPE that is above what is typically provided.

1. District will provide KN-95 masks and face shields as needed for teachers who must routinely be closer than 3ft. to provide instruction, personal care, behavioral support.
2. District will provide gowns to put over clothing taking responsibility for their laundering.
3. District will provide additional supplies to support more efficient cleanup in providing personal care.

Instruction:



1. Will implement district hybrid A, B and C schedule.
2. In preparation for in-person instruction each teacher will collaborate with site administrator and BCBA to discuss the composition of group A and group B.
3. Groups A and B will be held to no more than 5 students. If in rare instances, there is a need to exceed 5 students in a group, a discussion of the need for additional support will take place between teacher and administrator, and a plan outlining this support will be written.
4. Teachers will have the same staffing in their classroom as pre-pandemic (e.g., nurses, PARA...). Thus, there will not be a reduction due to the reduced number of students attending each day.
5. Teacher's delivery of in-person instruction and distance learning are not required to be simultaneous.
6. Teachers will use their professional judgement to determine how instruction will be delivered to in-person students and those distance learning that meets students IEPs.
7. Contact-involved instructional materials (manipulatives, handheld technology, etc.) will be in sufficient supply so as to not require sharing/cleaning between students in the same session.
8. In preparation for the return, teachers will, be provided In-service training on intervention strategies to help navigate challenging behaviors and student reactions resulting from students being on distance learning and the new safety requirements needed to prevent spread of Covid-19.

YAP

Enhanced PPE:

1. District will provide KN-95 masks for teachers who must routinely be closer than 3ft. to provide instruction, personal care, behavioral support.
2. Whenever personal care is being provided to students, the District shall provide gowns (including gown-cleaning or disposal as appropriate to gown type).

Instruction:

1. District hybrid A, B and C schedule will be used.
2. In preparation for in-person instruction each teacher will collaborate with the site administrator to discuss the composition of group A and group B.



3. Teachers will have the same staffing in their classroom as pre-pandemic. Thus, there will not be a reduction due to the reduced number of students attending each day.
4. Contact-involved instructional materials (manipulatives, handheld technology, etc.) will be in sufficient supply so as to not require sharing/cleaning between students in the same session.
5. District will assure that all program locations will have the same Covid-19 safety provisions as stated in MOU.
6. Community activities will follow community health guidelines.

PAAC

Staffing:

1. District will initiate steps needed to fill vacant positions and those projected needed through the end of 20-21.

Enhanced PPE:

1. District will provide KN-95 masks and face shields as needed for teachers who must routinely be closer than 3ft. to provide instruction, personal care, behavioral support.
2. Whenever personal care is being provided to students, the District shall provide gowns (including gown-cleaning or disposal as appropriate to gown type).

Instruction:

1. District will ensure completion of set-up and ordering of sufficient materials and supplies (for compliance with Covid-19 safety procedures) for use of the sensory room upon return.
2. Teachers will have the same staffing in their classroom as pre-pandemic. Thus, there will not be a reduction due to the reduced number of students attending each day.
3. District will provide the same technology for each classroom as provided to General Education Teachers receive (program reported they had not received this technology).
4. Contact-involved instructional materials (manipulatives, handheld technology, etc.) will be in sufficient supply so as to not require sharing/cleaning between students in the same session.



PreK-8 SDC M/S

Enhanced PPE:

1. District will provide KN-95 masks for teachers who routinely must be closer than 3ft. to provide instruction, personal care, behavioral support or who's students due to disability are unable to wear masks.
2. Whenever personal care is being provided to students, the District shall provide gowns (including gown-cleaning or disposal as appropriate to gown type).

Instruction:

1. In preparation to in-person instruction each teacher will collaborate with site and SPED administrators to discuss the composition of group A and group B and discuss if an alternative schedule could be used to better support students instruction while still meeting required safety precautions. (E.g., all students who choose to return come M, T,Th & F). Any decision to deviate from/enhance the hybrid model must only be made by mutual consent of the teacher and District management.
2. Teachers will have the same staffing in their classroom as pre-pandemic. Thus, there will not be a reduction due to the reduced number of students attending each day.
3. Contact-involved instructional materials (manipulatives, handheld technology, etc.) will be in sufficient supply as to not require sharing/cleaning between students in the same session.

SDC K-8 M/M

1. In preparation to in-person instruction each teacher will collaborate with site and SPED administrators to discuss the composition of group A and group B or discuss if an alternative schedule could be supported and meet required safety precautions. (E.g., all students who choose to return come M, T,Th & F). Any decision to deviate from/enhance the hybrid model must only be made by mutual consent of the teacher and District management.
2. Teachers will have the same staffing in their classroom as pre-pandemic. Thus, there will not be a reduction due to the reduced number of students attending each day.
3. Contact-involved instructional materials (manipulatives, handheld technology, etc.) will be in sufficient supply as to not require sharing/cleaning between students in the same session.



RSP K-8

Staffing/Caseload:

1. District will initiate steps to filling the 2 positions anticipated to be needed by the end of the school year.
2. RSP caseloads shall not exceed 28 students qualifying for RSP services.
3. For the remainder of the 20-21 year, teachers shall retain all students currently on their caseload. Should a student depart any teacher's caseload, the vacated caseload slot may then be filled.
4. Any currently pending students who newly qualify for RSP services beyond the original 28 shall not be added to the teacher's caseload for RSP services.
5. Only teachers with caseloads lower than 28 shall experience additions to their caseload of pending students who qualify.

Case-Management

1. Teachers who, due to the impact of the pandemic (distance learning/case-management) and/or the multiple shifts in caseload, are behind in case-management responsibilities, as year-end checkout approaches, will report their need for assistance to their site administrator who will work collaboratively with the individual teacher, and as needed SPED, to provide additional support in completing case-management responsibilities (with no negative consequence). Strategies for support may include:
 - a. Release day(s) to work on needed case-management documentation or assessments.
 - b. Approval of additional hours beyond contract day to complete work not to exceed 2 hours daily hours.

Instruction

1. RSP teachers in consultation with site admin and SPED Admin/PS will be expected to use their professional judgement in designing their service schedule that includes in-person and remote instruction and meets each student's IEP.
2. Each RSP teacher will only be required to physically report to the site(s) listed on their 20-21 Notice of Assignment for the remainder of the school year. Based on the teacher's discretion, students at other sites (not on their 20-21 Notice of Assignment) may be provided services either remotely or on-site.
3. Teachers will have the same PARA support as pre-pandemic.



High School RSP, SDC M/M and M/S

Health and Safety:

1. District will provide KN-95 masks for teachers who routinely must be closer than 3ft. to provide instruction, personal care, behavioral support or who's students due to disability are unable to wear masks.

Instruction:

1. In preparation to in-person instruction each teacher will collaborate with site and SPED administrators to discuss the composition of group A and group B or discuss if an alternative schedule could be supported and meet required safety precautions. (E.g., all students who choose to return come M, T,Th & F). Any decision to deviate from/enhance the hybrid model must only be made by mutual consent of the teacher and District management.

2. Teachers will have the same staffing in their classroom as pre-pandemic. There will not be a reduction due to the reduced number of students attending each day.

3. Contact- instructional materials (manipulatives, handheld technology, etc.) will be in sufficient supply as to not require sharing/cleaning between students in the same session.



Exhibit D: Instructional Groups A/B/C and Calendar

Hybrid Model (all formats except Preschool):

Group A Students attend class in person/concurrent learning two (2) days a week on Monday and Tuesday. Students will be dismissed at lunchtime. Students will receive three (3) days of virtual instruction on Wednesday, Thursday and Friday.

Group B Students attend class in person/concurrent learning two (2) days a week on Thursday and Friday. Students will be dismissed at lunchtime. Students will receive three (3) days of virtual instruction on Monday, Tuesday and Wednesday.

Group C Students will attend classes virtually all five (5) days.

Schedule	Monday	Tuesday	Wednesday	Thursday	Friday
Group A	In Person	In Person	Virtual	Virtual	Virtual
Group B	Virtual	Virtual	Virtual	In Person	In Person
Group C	Virtual	Virtual	Virtual	Virtual	Virtual

Hybrid Model for Preschool:

Group A Students attend class in person/concurrent learning two (2) days a week on Monday and Tuesday. Students will receive one (1) day of virtual instruction on Wednesday and two (2) days of asynchronous activities on Thursday and Friday.

Group B Students attend class in person/concurrent learning two (2) days a week on Thursday and Friday. Students will receive one (1) day of virtual instruction on Wednesday and two (2) days of asynchronous activities on Monday and Tuesday.

Group C Students will attend class virtually for one (1) day on Wednesday and asynchronous activities for Monday, Tuesday, Thursday and Friday.

Monday	Tuesday	Wednesday	Thursday	Friday
Group A In Person	Group A In Person	<i>Virtual Learning (including Groups A, B and C)</i> Teachers deliver synchronous virtual lessons (lessons not to exceed 45 minutes). (Classroom Cleaning Day)	Group B In Person	Group B In Person
Group B <u>Asynchronous Activities</u>	Group B <u>Asynchronous Activities</u>		Group A <u>Asynchronous Activities</u>	Group A <u>Asynchronous Activities</u>
Group C <u>Asynchronous Activities</u>	Group C <u>Asynchronous Activities</u>		Group C <u>Asynchronous Activities</u>	Group C <u>Asynchronous Activities</u>

Will satisfy the minimum minutes required by AB77 as follows:

GRADE	MINIMUM DAY
Pre-K	180 minutes*
TK/Kindergarten	180 minutes*
1st through 3rd grade	230 minutes*
4th through 12th grade	240 minutes*
Opportunity/ Dual enrolled in CCC or CSU	180 minutes

Pre-K through 8th grade Schedules shall align to AB77 Minutes listed above. Daily schedules will be created by school sites (recess/structure play, passing period, etc. - curriculum office providing sample schedule for instructional time).

High School Schedule aligns to AB77 (240 minutes) so 4 classes each day means 55 minute classes, 5 minute passing (passing period not a bathroom break).

District's Intention for Class Assignments

- Students remain in the same classes they are currently enrolled in.
- Will attempt to keep students from the same household in the same group (A/B).
- A/B/C Groups determined by District (with input from student families and teachers) and attempting to balance A and B sizes as much as possible.
- Students doing IPI are allowed to return to 100% virtual (switch from Group A/B to Group C), but would generally not be able to opt into (or back into) In-Person-Instruction (A/B) from Group C once IPI has begun.
- Adjustments can be made for hardships, so the Group A/B/C assignment could indeed change under the duress of hardships.



Site>Returns Calendar

Monday	Tuesday	Wednesday	Thursday	Friday
<p>“Ready Week” (just with no mandate to be on site) is still happening (technology, trainings, site access, etc.) and continues through Wednesday, April 28. This includes site access on Saturday, April 24 from 8:00am to 2:00pm.</p>			<p>April 29 Group A (4-12 only) (class to be accessible for deep cleaning, evening/afternoon)</p>	<p>April 30 Group B (4-12 only)</p>
<p>May 3 Group A (all grades)</p>	<p>May 4 Group A (all grades)</p>	<p>May 5 Remote (classroom needs to be accessible for deep cleaning)</p>	<p>May 6 Group B (all grades)</p>	<p>May 7 Group B (all grades)</p>
<p>May 10 Group A</p>	<p>May 11 Group A</p>	<p>May 12 Remote (classroom needs to be accessible for deep cleaning)</p>	<p>May 13 Group B</p>	<p>May 14 Group B</p>
<p>May 17 Group A</p>	<p>May 18 Group A</p>	<p>May 19 Remote (classroom needs to be accessible for deep cleaning)</p>	<p>May 20 Group B</p>	<p>May 21 Group B</p>
<p>May 24 Group A</p>	<p>May 25 Group A</p>	<p>May 26 Remote (classroom needs to be accessible for deep cleaning)</p>	<p>May 27 Group B</p>	<p>May 28 Non-Contact Day</p>

ER [Signature]

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