

MEMORANDUM OF UNDERSTANDING
between
EVERGREEN ELEMENTARY SCHOOL DISTRICT
and
EVERGREEN TEACHERS ASSOCIATION

Evergreen Elementary School District ("District") and Evergreen Teachers Association ("Association" or "ETA"), herein referred to as the "parties," enter this Memorandum of Understanding ("MOU") regarding the negotiable impacts of the return of in-person instruction to students.

The parties will continue to follow federal and state Declarations of Emergency and applicable Executive Orders from the Governor. The District will follow the [CDPH](#) Reopening in Person Instruction Framework and Public Health Guidance for K-12 Schools in California 2020-2021 School Year published on January 14, 2021 and updated on March 20th, 2021.

The parties affirm the memorandum of understanding previously negotiated and executed by the parties on August 13th, 2020 remains in effect.

The parties agree that certificated employees will be allowed to return to their respective school site or assignment only once all of the relevant safety protocols have been implemented. If the entire site does not have all safety protocols and procedures in place, only those areas and facilities where they have been implemented will be accessible to staff members and students.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the District and Association that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The District and Association affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") not in conflict with this MOU. Further, the District and Association affirm that all provisions of the Educational Employment Relations Act ("EERA") *California Government Codes 3540 et seq.* apply and remain in effect. Therefore, the Parties agree to the following:

Safety:

1. While the CDPH guidelines may change, the parties agree that for the duration of the 2020-2021 school year, the District Covid-19 Prevention Plan (CPP) updated 4-13-2021 (Appendix A) , incorporated herein, and ESD Covid-19 School Guidance Checklist updated 04/13/2021 (Appendix C) will be in effect.

2. A COVID 19 Inspections checklist (Appendix B) will be used to verify that the District has implemented the essential measures of the safety plan.
3. Before in-person instruction begins, a walk through will be conducted by an administrator, a nurse (if available), and a designated ETA representative using an agreed upon Site Checklist.
 - a. If walk throughs are conducted outside of school hours, certificated members involved in the walk-throughs shall receive the hourly OT rate.
 - b. The association leadership will receive a copy of the checklist signed by participants of the walk through, no later than one week after the site has opened for in-person instruction.
 - c. After the initial walk through, if safety protocols are not being followed, the issue will be addressed immediately. If the issue is within the workspace of a certificated member, other accommodations will be made for the class until the issue is rectified.
 - d. ETA and District administration will conduct a follow-up walk through prior to May 15th to ensure that safety protocols are in place and being followed.
4. The Site Specific Covid Safety plans (including the COVID-19 Inspections document) shall be shared and reviewed with members at each site.
5. Ventilation and Air Quality
 - a. An independent third-party company Ventilation Report for every facility where certificated members will report shall be submitted to ETA by May 21st.
 - b. When bargaining unit members are on campus, the District shall ensure all HVAC systems are set to operate on the mode which delivers the most fresh air changes per hour. The District has installed ionizers in every HVAC system that exceed the level of filtration recommended by CDPH. Air filters will be changed and/or updated to MERV-13 as soon as available and in recommended intervals in accordance with the manufacturer's recommendation for the best filtration, including open outdoor air dampers to 100% as indoor and outdoor conditions safely permit. Portable classrooms with HVAC systems shall be equipped with air filters with a large enough capacity and flow rate for the square footage of the room. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions. In the event that a classroom has no windows that open or HVAC system, an alternative classroom or teaching space will be found.
 - c. Ventilation systems will have air exchange testing conducted with a frequency required per CDPH Guidelines.
 - d. If the Air Quality Index (AQI) is in or above the "red unhealthy" range of 151- 200, a meeting will occur between ETA and the District to determine the best course of action.
6. PPE:

- a. Upon request, Certificated members shall be provided with the additional situation-specific PPE to provide instruction (for example: clear masks for phonetic instruction, face shields, etc).
- b. Certificated members shall receive a list of available PPE the district has in stock so they know what they can request.

Physical Distancing & Stable Groups:

1. Physical Distancing:
 - a. The distance between teacher/member desks and student desks shall be at least 6 feet.
 - b. When measuring space for student placement at desks or tables, students will be spaced no less than 4 feet apart. Each classroom will be set up to maximize the amount of space between students.
 - i. When measuring placement for student desks, viable space must be considered.
 - c. After determining how many students will be on campus and where they will be placed physically, all individuals will be assigned an ingress and egress point for use when coming to and from school for in-person learning.
2. Stable Groups:
 - a. A stable group is a group with fixed membership that stays together without mixing with any other groups for any activities (for example: recess, lunch, etc.).
 - b. Students will attend 4 days a week in one stable group. Stable groups will be determined by the number of students returning to in-person instruction following the distance requirement stated above in (1b.) If all students cannot be accommodated in one stable group, staff will work collaboratively with the site administrator to create two stable groups.
 - c. A stable group of students must include more than one student. Sites will work collaboratively with the administrator to problem-solve if the situation occurs.
 - d. Itinerant certificated staff members, who work with multiple stable groups of students, will stay in distance learning and provide instruction to groups remotely, while working on campus. One-on-one assessments and/or services will be delivered in-person following all established safety protocols that have been established for working with individual students in person.

Set-Up & Professional Development:

1. Certificated members shall receive:
 - a. Up to two days to set up during the Distance Learning work time. Teachers shall check in with their students in the morning, and then assign asynchronous work for the remainder of the day, and will be excused from any Professional Development and/or meetings both days.
 - i. The teacher shall inform the administration, students, and parents of the change in schedule.
 - ii. Pilot teachers from the voluntary phase of the return to in-person instruction will have the option to use up to two additional days for set-up.
 - b. Up to 10 hours of overtime to prepare the classrooms after Distance Learning hours
 - i. Pilot teachers from the voluntary phase of the return to in-person instruction will receive 3.5 hours of overtime (up to a total of 10 hours).
2. An additional \$25 per student returning to in-person learning will be added to the classroom budget to purchase individual materials and supplies for in-person stable groups (given that students are not allowed to share materials).
3. District-wide Professional Development time on April 21, May 5, and May 19 shall be used for teacher planning and/or collaboration.
4. Certificated members attending training beyond the workday will receive overtime.

Instruction

1. Certificated members shall have the flexibility to choose which model they will use to conduct concurrent in-person and distance learning instruction (e.g. Jigabot, Zoom in the Room). Certificated members will be able to adapt, shift, and pivot from learning models in an attempt to make it work for themselves and their students.
 - a. Upon request, Certificated members shall be provided with the necessary technology (headphone with microphone for teachers, headphones for students, extra Chromebook chargers, sound bar or

speaker, Bluetooth external speakers, wireless microphone, etc) and supplemental supplies (e.g: extension cords, power strips, cord protectors, etc) to safely and effectively conduct in-person instruction.

- b. Certificated members will have up to 90 minutes on the first day back with each in-person stable group to go over rules and expectations while distance learning students work asynchronously.
- c. Certificated members may choose to work remotely after in-person instruction ends on Monday, Tuesday, Thursday, and Friday; and the entire day on Wednesdays.

2. Elementary Instruction:

- a. In-person learning groups shall meet until lunch, and then receive instruction through distance learning for the remainder of the day.
- b. Certificated members shall have the ability to organize the content blocks throughout the instructional day.
- c. TK/K aides will be in-person in accordance with contract language.

3. Middle School Instruction:

- a. Stable groups will be formed through the Advisory Class. Students will remain in the Advisory Class during synchronous instructional blocks.
- b. Band: Teachers will provide online lessons during in person class time and all instrumental lessons will occur asynchronously.
- c. PE: Teachers will provide online lessons during in person class time and all physical activity will occur asynchronously.
- d. Teacher Prep Period: Teachers will receive 115 minutes of prep time on Monday, Tuesday, Thursday, and Friday; and 120 minutes of prep time on Wednesday.

4. All students will have their health screening completed before entering campus, and it will not be the responsibility of certificated members to verify its completion.

SPED and Itinerant Staff:

- 1. A Special Education Safety Plan that addresses mask wearing and behavioral concerns will be followed (Appendix D).
 - a. Classroom aides and one-on-one aides will be in-person in accordance with student IEPs and contract language.
 - b. Individual services will use the same safety protocol as was implemented for one-on-one testing (Appendix E).
 - c. Relevant certificated staff will be given release time to address any required changes to DLP's/IEP's. Relevant certificated staff members may request release time from Wednesday Professional Development training and/or meetings, with approval from the Director of Pupil Services.

- i. Overtime will be available to special education staff who need to revise their services schedules due to the shift to in-person learning
 - d. Group services will remain online.
 - e. Special education staff members who administer assessments will be allowed to conduct the assessments in-person.
2. Preschool:
 - a. The SDC Preschool students who choose in-person instruction shall be split into two stable cohorts, not to exceed 8 students in each cohort.
 - i. Cohort A shall meet on Monday & Tuesday.
 - ii. Cohort B shall meet on Thursday & Friday.
 - iii. SDC students who choose not to participate in in-person instruction shall meet via Distance Learning, before or after the other cohorts.
 - b. Per the needs of the student's IEP, SDC Preschool teachers will provide a 4 day a week schedule.
3. RTI & Traveling Specialists
 - a. Certificated staff who meet with different groups will work on site and will provide services online.
 - b. Specialists will meet with students 1:1 per the student's IEP if the student is showing regression.
4. NRIS Specialists
 - a. Will teach up to 2 cohorts in one day.
 - b. Will meet with students 4 days a week for a 90 minute period.
5. As listed in the set up and professional development section:
 - a. Specialists will be given 2 days to set up their schedules. During these 2 days Specialists will not meet with their students but will give asynchronous assignments for their students to work on as a means of service. Specialists will be excused from any PD and/or meetings both days. The teacher shall inform the administration, students, and parents of the change in schedule.
 - b. Up to 10 hours of OT to prepare workspace and adjust schedules after distance learning.

Leaves and In-Person Learning Exemption Protocol:

The following process will be used to determine certificated members that will be exempted from providing in-person instruction.

1. In-person exemptions:
 - a. Tier I are certificated members who have a doctor's note indicating they are a member of a vulnerable population and cannot be vaccinated as well as those who have been vaccinated but still have a doctor's advice not to return to in-person instruction. The member will

undergo an interactive interview with HR, which will discuss whether or not the district can accommodate the member which may include an assignment to provide distance learning while working remotely.

- b. Tier II are certificated members who have a doctor's note indicating they need to protect a member of the household who is at high risk of hospitalization if they contract COVID-19 and are unable to be vaccinated. The member may be required to participate in an interactive interview with HR, which will discuss whether or not the district can accommodate the member which may include an assignment to provide distance learning while working remotely.
- c. Tier III are certificated members who do not fit into Tier I or Tier II and will be expected to be available to provide in-person instruction once it commences at that site based on implementation of the safety guidelines previously referenced.

2. The district agrees to comply with all mandates contained in SB 95 titled, Employment: COVID-19 Supplemental Paid Sick Leave (SPSL). Certificated members may take COVID-19 SPSL if they are unable to work due to any of the following reasons and regardless of maximum compensation provided under the law, the district will ensure that members receive their full-diem pay for leave in this section.
 - a. The certificated member is subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the California Department of Public Health, the U.S. Centers for Disease Control and Prevention, or a local health officer who has jurisdiction over the workplace.
 - b. A health care provider has advised the certificated member to self-quarantine because of COVID-19-related concerns.
 - c. The certificated member is attending an appointment to receive a COVID-19 vaccine.
 - d. The certificated member is experiencing symptoms related to a COVID-19 vaccine that prevent the member from being able to work.
 - e. The certificated member is experiencing COVID-19 symptoms and is seeking a medical diagnosis.
 - f. The certificated member is caring for a family member who is subject to an order or guidelines described in qualifying reason (1), or who a health care provider has advised to self-quarantine, as described in qualifying reason (2), SB 95 defines family members to include the member's spouse, registered domestic partner, parent (including parents-in-law), child (regardless of age or dependency), grandparent, grandchild, and sibling.
 - g. The certificated member 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.
3. In the event bargaining unit members are exposed to COVID-19 or are diagnosed as having COVID-19, such bargaining unit members will be able to utilize such leaves – in accordance with the eligibility requirements – as are set out in the collective bargaining agreement between the District and ETA and/or under the SB 95 as referenced above.

4. Absences Due To Exposure to COVID-19 Directly Traced To Work: Pursuant to SB 1159, if a bargaining unit member is exposed or is diagnosed with COVID-19 there will be a "disputable presumption" that exposure was from their work assignment. The District will try to offer the member an alternative remote position if that member is not too ill to work. If the District is not able to offer the bargaining unit member an alternative assignment - including working remotely - the District will place the member on a paid medical leave. Such time will, if applicable, run concurrently with any leave rights under the CBA or applicable law, including the FMLA/CFRA.

Child Care

1. The district will provide care, through our district partner, to the extent possible, for the children of certificated members who need it in order for members to provide in-person instruction.
 - a. Certificated members may send their school age children to our District partners for daycare at district sites and be reimbursed for the cost of the daycare. This is subject to availability and space.
 - b. Members will have access to leave under the terms of SB95.
 - c. Members who use licensed child care services from outside the district will be reimbursed up to \$1,000 for one child and up to \$1,500 per family per month, for the remainder of the 2020-2021 school year. A valid invoice that contains the guardian's name, child's name and date and/or receipt is required for reimbursement. A prorated amount will be applied for April depending on the start date of in-person instruction.

Other:

- A. Certificated members may return for coaching of athletics and facilitating clubs after school and will follow all CDPH guidelines.
- B. On the June pay warrant, the district will pay 33 hours at the contractual hourly rate of pay for certificated staff members to prepare, collaborate, and ensure a successful transition to in-person learning and to recognize the increased planning time needed to deliver concurrent instruction.
- C. Anyone who travels outside of the state shall follow California Travel Advisory according to the CDPH guidelines.
(<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Travel-Advisory.aspx>)

Appendix A: COVID-19 Prevention Plan (CPP)

[Appendix B: COVID-19 Inspections](#)

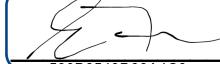
[Appendix C: ESD Covid-19 School Guidance Checklist Updated 4-2021](#)

[Appendix D: Specialists Q&A Safety Protocols](#)

[Appendix E: One-on-One SPED Assessment Protocols](#)

Dr. Emy Flores, Superintendent
Evergreen School District

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4/14/2021
Date _____

Suzanne Lima, ETA President

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4/13/2021
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