

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Lake Tahoe Unified School DISTRICT
AND
South Tahoe Educators' ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE 2020-2021 SCHOOL YEAR.
August 5, 2020**

The Lake Tahoe Unified School District ("District") and the South Tahoe Educators' Association ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 and the opening of schools during the 2020-2021 school year.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The Parties acknowledge that staff and students may need to self-quarantine, become quarantined, and/or the District may need to close a learning cohort or close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year.

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

The Parties agree to the following:

1.0 DEFINITIONS

- 1.01 "Classroom" – is any academic, learning, assessment, or instructional space used by students, certificated, classified, parents, administrators, or other adults on a school campus. This applies to both indoor and outdoor learning spaces, and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus.
- 1.02 "Cohort" – is a stable group of students with fixed membership that maintains social isolation and physical distancing to prevent the spread of infection and illness arising from COVID-19. Classroom cohort sizes supersede class size language in the CBA for in-person learning during the life of this MOU.
- 1.03 "Common Equipment" – is any school equipment or structures that is designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, recess/playground equipment, physical education equipment, pens, pencils, etc.
- 1.04 "Common Space" – is any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but is not limited to, school offices, nurse stations, playgrounds, blacktops, quads or outdoor gathering spaces, hallways, bathrooms, etc.
- 1.05 "Face Coverings" – cloth face coverings or masks as recommended by federal, state, and local public health guidance. Face masks and shields shall be provided for all members as well as all students in Preschool programs and grades TK-2.
- 1.06 "Hand Sanitizer" – this product must contain at least 60% alcohol. Ethyl alcohol is preferred and should be used when there is the potential of unsupervised use by children. Isopropyl alcohol

hand sanitizers are more toxic and can be absorbed through the skin. Hand sanitizers containing methanol are toxic and shall not be used. (See CDC and FDA Advisories.)

- 1.07 “Personal Protective Equipment” – this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and includes face coverings, masks, N95 masks or equivalent, face shields, neck guards, barriers, gloves, goggles, etc.
- 1.08 “Physical Distancing” – also known as social distancing to help decrease the spread of the virus by increasing the space between people to at least six (6) feet and reducing the number of different people with whom a person interacts.

2.0 PERSONAL PROTECTIVE EQUIPMENT (“PPE”)

- 2.01 The District shall provide PPE to all unit members and students for every day that unit members or students are required to report to school sites.
- 2.02 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.
- 2.03 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.
- 2.04 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. Any in-person classes taught by the unit member will resume when sufficient PPE is available.

Face Covering Requirements

- 2.05 Face coverings are expected to be worn properly at all times by all individuals on a school campus indoors or outdoors. This applies to all staff, all students in Preschool and grades TK-12, all administrators, and any visitors on campus over two years of age. The District shall develop and share with staff an education plan for students and others who are not in compliance with the face covering requirements.
 - 2.05.1 Face coverings shall not be required for students or staff if there is a medical, pedagogical, or developmental reason verified in writing from a medical professional or educational specialist.
- 2.06 For unit members and students who are exempt from wearing a mask according to section 2.05.1, face shields with neck drapes tucked into the shirt shall be used. Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus.
- 2.07 N95 masks shall be provided to:
 - 2.07.1 Unit members caring for individuals who get sick at the worksite with possible symptoms of COVID-19 illness; and
 - 2.07.2 Unit members with contacts of multiple cohorts or unit members who request in writing N95 mask or equivalent or additional appropriate PPE 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.

Hand Washing Requirements

- 2.08 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- 2.09 All individuals shall be required to wash their hands or use alcohol based hand sanitizer upon entering district sites and every time a classroom is entered.
- 2.10 The District shall comply with the following hand washing requirements:

- 2.10.1 Every room with a sink shall be stocked with soap, alcohol based hand sanitizer, and no touch hand drying equipment.
- 2.10.2 Every classroom shall be provided alcohol based hand sanitizer.
- 2.10.3 Non-classroom workspaces and common spaces shall be provided alcohol based hand sanitizer.
- 2.10.4 Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point on a school campus.
- 2.10.5 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day that staff or students are on campus.

3.0 IN-PERSON LEARNING

The COVID-19 pandemic has caused federal, state, and local public health officers to issue orders and guidance impacting the educational operations of the District in order to minimize health and safety risks associated with COVID-19 infection and illness. As a result of the orders and guidance issued by federal, state, and local public health officers, any in-person learning offered by the District during the pandemic shall be offered consistent with all of the provisions below. If the District is unable to maintain all of the provisions in Sections 2.0 and 3.0, then the District will offer an educational program according to the provisions of Section 4.0 – Distance Learning/Hybrid Learning of this MOU.

Adherence to Health Guidelines and Orders

- 3.01 The District shall adhere to the current COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), California Department of Industrial Relations Division of Occupational Safety and Health (“Cal-OSHA”), and El Dorado Public Health.
- 3.02 Where there is a conflict between the various guidelines or orders, the District shall adhere to the most restrictive guidelines or orders in order to minimize potential health and safety risks for all unit members, students, and their families.
- 3.03 The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines in section 3.01.

Physical Distancing

Classroom/Instructional/Academic Learning Spaces

- 3.04 The District shall ensure minimum physical distancing of six (6) feet between all student workspaces, between all educator and student workspaces, and between all employee workspaces.
 - 3.04.1 The District shall calculate the maximum capacity of all workspaces while maintaining physical distance requirements. The capacity for each classroom space shall be posted prior to the start of in-person learning.
 - 3.04.2 Unit members will work with custodial staff and administration to ensure that all workspaces are configured to maintain the physical distancing requirement prior to the start of in-person learning.
- 3.05 In rare situations in a classroom where the minimum physical distancing requirement is insufficient to provide necessary academic instruction or assessments as mutually agreed to by the unit member and the site administrator, alternative and effective safety devices shall be used such as plexiglass barriers and/or face shields with neck drapes. Time spent in proximity of less than six (6) feet between individuals shall be minimized to the extent possible.
- 3.06 No unit member shall be directed to violate the six (6) feet of physical distancing requirement except to prevent imminent bodily or physical harm from occurring.

Lunch

- 3.07 Physical distancing of six (6) feet shall be maintained between students, between staff and students, and between all staff during their lunch period(s).
- 3.08 Education Code 44813 requires a duty-free lunch period of at-least thirty (30) minutes each workday.
 - 3.08.1 If the District requires students to stay in class for lunch due to the school site facility's inability to maintain physical distancing requirements during lunch, the District shall compensate unit members who volunteer to remain with students for this period of time at the unit member's pro rata per diem hourly rate of pay. No unit member shall be required to work during the duty-free lunch time, nor shall they be pressured or coerced to do so. It shall be the District's responsibility to provide supervision coverage.
- 3.09 Staff lounge capacity while maintaining physical distancing requirements shall be determined and posted on all entrances to the staff lounge.

School Ingress and Egress Points and Movement

- 3.10 Since students, parents, and staff tend to congregate in large groups at access points before and after school administration in collaboration with staff to identify student movement and pathway design:
 - 3.10.1 Unit members shall not be assigned to monitor ingress and egress locations in order to minimize the number of different people with whom a unit member interacts.

Recess/Student Break Times

- 3.11 School site administrators, in consultation with unit members, shall create plans and schedules that provide recess and break times for both students and unit members consistent with the following:
 - 3.11.1 Unit members shall have at least one morning break and one afternoon break. All breaks shall be without student supervision responsibilities.
 - 3.11.2 Unit members shall not be assigned to student supervision duties outside their assigned cohorts in order to minimize the number of different people with whom a unit member interacts.

Meetings and Gatherings

- 3.12 In-person meetings, in which social distancing protocols can not be met, shall be eliminated during the pandemic (including but not limited to, staff meetings, professional development, committee meetings, district meetings, staff gatherings, and parent-teacher conferences). All meetings shall be held virtually, when social distancing measures can not be implemented, and shall be scheduled during non-instructional time.
- 3.13 The District shall adhere to the COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), California Department of Industrial Relations Division of Occupational Safety and Health ("Cal-OSHA"), and El Dorado Public Health as related to group gathering size which can be held if social distancing is possible, however, unit members can request to hold meetings virtually.
- 3.14 Large in-person gatherings (i.e. school assemblies) are prohibited.
 - 3.14.1 Back-To-School Night, Open House, and in-person Promotion/Graduation meetings or ceremonies shall be cancelled for the 2020-2021 school year unless mutually agreed upon by the Parties.
- 3.15 Notwithstanding sections 3.12 and 3.13, all other provisions of the CBA regarding meetings apply.

Student Hybrid Cohorts

Preschool and Elementary Schools (TK-5)

- 3.16 The Parties affirm that student cohorts are intended and designed to provide stable groupings of students that are maintained throughout each school day, and through each quarter, trimester, or semester, with an assigned primary cohort teacher, and systems are in place at the school site to prevent the mixing of classroom cohorts.
- 3.17 Student cohort sizes shall not exceed 12 (Preschool through grade 3) students and shall not exceed 17 (grades 4 and 5) students. Smaller cohort size maximums shall exist if the physical distancing requirements of six (6) feet cannot be maintained given the classroom size limitations. If the student cohort has reached its maximum capacity of 12 and 17 respectfully, no additional students will be added to the cohort roster.
- 3.18 Students should remain in their same workspace as much as practicable.
 - 3.18.1 If students need to move to other workspaces in a classroom, the space should be properly cleaned before and after its use.
- 3.19 Each student's belongings shall be separated and stored in individually labeled storage containers, cubbies, or areas.
- 3.20 The District, working with unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected between uses.
- 3.21 School staff shall limit the number of in-person visits to classroom cohorts in order to maintain the stability of the cohorts and to prevent the spread of the illness. Unit members needing to provide individual or small group instruction to multiple cohorts will be provided appropriate PPE including sneeze guards/plexiglass barriers, masks, face shields, and gloves.
 - 3.21.1 Unit members shall make every effort to interact in-person with students from as few classroom cohorts as necessary in the same workday in order to prevent their potential exposure to COVID-19.

Secondary Schools (Grades 6-12)

- 3.22 The Parties affirm that student cohorts are intended and designed to provide stable groupings of students that are maintained throughout each school day, and through each quarter, trimester, or semester, with an assigned primary cohort teacher or teachers, and systems are in place at the school site to prevent the mixing of classroom cohorts.
- 3.23 Student cohort sizes shall not exceed 17 students. Smaller cohort size maximums shall exist if the physical distancing requirements of six (6) feet cannot be maintained given the classroom size limitations. If the student cohort has reached its maximum capacity of 17, no additional students will be added to the cohort roster.
- 3.24 Students should remain in their same workspace as much as practicable.
 - 3.24.1 If students need to move to other workspaces in a classroom, the space should be properly cleaned before and after its use.
- 3.25 Each student's belongings shall be separated and stored in individually labeled storage containers, cabinets, cubbies, or areas.
- 3.26 The District, working with unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected between uses.
- 3.27 If students are assigned more than one course per day, the following options exist to maintain cohort stability:

- 3.27.1 Option 1: Student cohorts will remain in one classroom location during the school day. Unit members assigned to provide instruction to students in the cohort will rotate between cohorts during different class periods.
- 3.27.2 Option 2: Student cohorts will maintain stability during transitions from one classroom to another utilizing a block schedule. To help facilitate stability, staggered and extended release times may be created. The number of transitions shall be minimized to half the regular number of class periods on a traditional bell schedule. For the high school(s) only, when able to return to in-person learning (Phase 2 Hybrid), students shall return to a four (4) period day.

If, through a medically necessary accommodation per Sections 8.01.3 and 8.01.4 of this agreement, it is determined that the most appropriate setting for a teacher at the high school is to teach virtually then appropriate adult supervision will be provided to supervise classes while the teacher works remotely to provide virtual instruction.

- 3.28 School staff shall limit the number of in-person visits to classroom cohorts in order to maintain the stability of the cohorts and to prevent the spread of the illness. Staff not assigned as the cohort teacher shall use virtual methods of interacting with the student cohort, where possible.
 - 3.28.1 Unit members needing to provide individual or small group instruction to multiple cohorts will be provided appropriate PPE including sneeze guards/plexiglass barriers, masks, face shields, and gloves.

Other Health and Safety Issues

Daily Cleaning and Disinfecting

- 3.29 The District recognizes the need for daily cleaning and disinfecting in order to prevent the spread of COVID-19. The District shall ensure that all 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. (See Appendix A for Districtwide Daily Cleaning and Disinfecting Procedures) 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.
- 3.30 The Parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. Unit members working in locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions. (See Appendix A for Districtwide Air Ventilation and Filtration maintenance procedures).
- 3.31 Upon request of the Association, the District shall provide copies of all Safety Data Sheets (“SDSs”) required to be maintained by Cal-OSHA.

Regular Decontamination of Classroom Spaces

- 3.32 Regular decontamination of classroom spaces and staff workspaces shall be completed at least once per week. 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, students, administrators, or visitors.

Air Ventilation and Filtration

- 3.33 The Parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.
- 3.34 The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit.
 - 3.34.1 All heating ventilation air conditioning (HVAC) system filters shall be equipped with filters that have a target filter rating of no less than a 13 Minimum Efficiency Reporting Value (MERV) to maximize air filtration as recommended by the CHPH and CAL/OSHA.
 - 3.34.2 Portable classrooms, other instructional learning spaces, and workspaces without adequate HVAC systems shall be equipped with low noise HEPA air filters (free standing) with the appropriate capacity and flow rate for the square footage of the room.
 - 3.34.3 If an individual tests positive for Covid 19 the district shall follow all required testing, disinfecting/sanitizing protocols and replacement of HVAC filters for classrooms and other workspaces in which the individual occupied.

Health Screening, Testing, Notification, and Contact Tracing

- 3.35 Each school site shall have nursing services for the safety and health of all students, staff, and visitors to the campus each day. Under the supervision of the Associate Superintendent/Chief Education Officer, the nursing service providers in addition to their regular job duties shall give highest priority in their job duties to:
 - 3.35.1 Applying the El Dorado County Public Health Department (EDCPHD) protocols to our population, including but not limited to: isolating affected individuals, contact tracing to determine the spread of COVID-19 in our schools, overseeing the COVID-19 health screenings, monitoring the staff COVID-19 testing, and notifying affected individuals as guided by EDCPHD;
 - 3.35.2 coordinate with the District and interface with the El Dorado County Public Health Department;
 - 3.35.3 isolate and assist any individual that manifests symptoms consistent with COVID-19 and/or any illness until these individuals can safely get home or to the hospital. School nurses will be available for consultation as needed;
 - 3.35.4 provide education to staff, students, and parents on quarantine protocols; and
 - 3.35.5 train all students, staff, parents, and visitors on effective hygiene practices including but not limited to hand washing, physical distancing, and PPE usage.
- 3.36 The District shall require that all students, employees, and visitors to self-screen daily for symptoms associated with COVID-19 infection prior to entering school. All screenings will follow current state and local guidelines.
 - 3.36.1 Health screening, testing, notification, and quarantine protocols and procedures will be created prior to in-person learning occurring.
 - 3.36.2 All students and staff will be trained on these protocols and procedures.
- 3.37 Staff and students with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be sent home or sent to an isolation room on site pending travel home or to a medical facility.
- 3.38 Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing procedures in conjunction with the El Dorado County Public Health Department. All persons who may have come in contact with the infected individual shall be

notified. The District shall notify the Association President of the location(s) where the infected individual was present on the school campus during the suspected incubation/active infection period.

- 3.39 All bargaining unit members shall be provided the opportunity for free, onsite COVID-19 testing at no charge at least once per week but shall be required to be tested at least once every two months. Testing schedules shall be arranged to minimize delays and results shall be delivered to each unit member promptly, with all relevant privacy rights preserved.

4.0 INSTRUCTIONAL CONDITIONS

The Parties affirm the District will need to be flexible in the provision of instruction throughout the 2020-21 school year. As a result and in response to the need to prevent the spread of infection from COVID-19 the District will institute Phases of instructional models. The District recognizes the need for unit members to have sufficient planning time for implementation of each phase and shifts to more or less restrictive phases of instruction.

Phase 1: Full Distance Learning Model based upon local, county, and state reopening criteria

Phase 2: Hybrid In-Person Learning Model based upon local, county, and state reopening criteria

Phase 3: Modified Traditional Learning Model based upon local, county, and state reopening criteria

Phase 4: Traditional Learning Model based upon local, county, and state reopening criteria

- 4.01 The District will implement all Phases of Instructional Models for a minimum of 6 week increments. Each phase is based upon local and state health department criteria.
- 4.01.1 The decision to remain in a more restrictive phase or move to a less restrictive phase will be made allowing no less than 2 weeks planning time for all unit members.
- 4.02 According to *Education Code 43501* as amended by SB 98 the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-12 (240 daily minutes), and Continuation High School (180 daily minutes) are in effect for the 2020-2021 school year.
- 4.02.1 SB 98 requires The District to offer in-person instruction during Distance Learning to students identified as at risk or in need of additional support to the greatest extent possible. Unit members will be needed to provide in-person instruction in settings with appropriate social distancing, PPE, and safety protocols. Unit members with underlying health conditions or high risk categories identified by a health professional shall be provided accommodations and if none are made shall be exempt.
- 4.03 All students will receive synchronous or asynchronous instruction and content five days per week. All content shall be aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
- 4.03.1 All students will receive daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders and consistent with this MOU.
- 4.03.2 If daily live interaction is not feasible as part of regular instruction, the District shall develop an alternative plan in consultation with and based on meaningful input from students, parents, and the Association.
- 4.03.3 When providing distance learning, academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level. Daily lesson plans, assessments, and instructional methodologies used shall be at the discretion of the classroom teacher.
- 4.03.4 When providing daily instructional minutes in a Hybrid Model, any in-person learning student schedules and any distance learning student schedules shall only require the minimum instructional minutes. The bargaining unit member workday shall remain as

- described in the CBA. This will permit classroom teachers more time to provide instruction to both in-person and distance learning students.
- 4.04 Bargaining unit members shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, 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.
- 4.05 Bargaining unit members shall have time each week designated to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms.
- 4.06 Consistent with Education Code Section 43501, 43502, 43504 as amended by SB 98, all Unit members will keep documentation of daily attendance, daily instruction, participation and assignments for each student in the form of a “weekly engagement record” in order to enhance student learning and engagement and prevent chronic absenteeism.
- 4.07 The District shall ensure equitable access to education for all students and shall confirm and/or make provisions so that all pupils have adequate access to connectivity and technological devices to participate in the educational program and complete assigned work.
- 4.08 The District shall provide academic and other supports in distance learning that are designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health support.
- 4.08.1 In order to ensure equitable access to the educational program and academic and other supports, the District may choose to provide in-person learning opportunities five (5) days per week for the students described in section 4.08 so long as they are part of a stable classroom cohort for all five days while maintaining all other provisions of this MOU.
- 4.08.2 In order to provide equitable access to the educational program, special education and other related services, for pupils with an individualized education plan (IEP), the District shall ensure that all IEPs can be executed in a distance learning environment. If it is determined by the IEP team that a student should remain in an in-person learning environment five (5) days per week, the District shall offer in-person learning so long as the student is part of a stable classroom cohort for all five days while maintaining all other provisions of this MOU.
- 4.09 Bargaining unit members providing service in a total (non-hybrid) distance learning model may work remotely or may access and work from their assigned classroom/office workspace during regular school hours as they deem necessary unless their assigned workspace is being used to provide classroom space for a stable student cohort. Administrators will notify bargaining unit members if their regularly assigned workspace is going to be occupied to provide additional spaces for physical distancing and stable cohorts.
- 4.10 The District may provide, through a request process, bargaining unit members the necessary equipment and supplies in order to provide distance learning, including but not limited to technology, laptop computers, display boards, video cameras, headphones, and any other items normally provided during in-person learning.
- 4.11 The Parties affirm that the District shall offer in-person instruction to the greatest extent possible while also maintaining a safe and healthy learning environment for all students, educators, and their families. This is done consistent with the provisions of this MOU.
- 4.12 All bargaining unit members assigned as classroom teachers shall provide synchronous learning support for a minimum of 25% of the minimum daily instructional minutes during Distance Learning Model and a maximum of 50% of the daily instructional minutes. Synchronous learning may include Whole Group instruction, Small Group Instruction, Individual Instruction, and student to student interaction.

- 4.13 All bargaining unit members shall provide 4 hours of in-person cohort instruction and a minimum of 15 minutes of synchronous instruction (grades TK-5 minimum 15 minutes and grades 6-12 minimum 15 minutes per class period) to the distance learning cohort during Hybrid and Modified Traditional Models of instruction.

Hybrid Model of Instruction

All Schools Hybrid Model

Consistent with *Education Code Section 43503* as amended by SB 98, if as a result of the orders and guidelines issued by federal, state, or local public health officers, the District may be unable to provide a safe and healthy in-person learning environment for all students and therefore a hybrid model combining in-person learning and distance learning may be required.

Regardless of the District's ability to operate in-person learning; distance learning is permitted five days per week for students who are medically fragile or would be put at risk by in-person learning instruction, or who are self-quarantining because of exposure to COVID-19.

- 4.14 In consultation with and in concurrence of a majority of the affected bargaining unit members of the Association, the District will adopt a plan that allows for half of the students assigned to a teacher-of-record's class roster to attend in-person learning two days per week as part of a stable classroom cohort Group A and for the other half of the students assigned to the roster to attend in-person learning two other days per week as part of a stable classroom cohort Group B.
- 4.15 One day per week will be designated for Group C cohorts; students identified as at risk or in need of additional support to receive additional educational services.
- 4.15.1 This day will also serve as an expanded learning opportunity for students as well as teacher collaboration and preparation time for all grade levels TK-12.
- 4.15.2 This day also serves as the opportunity for the classroom space to be thoroughly cleaned, disinfected, and prepared.
- 4.16 The C day or Wednesday shall include the following: staff meetings/professional development, grade level/subject collaboration, SST/IEPS/504 meetings, in person or virtual student assessment and support, and teacher preparation time.
- 4.16.1 Staff meetings/professional development will not exceed 2 hours and unit members will be guaranteed a minimum of 2 hours preparation time. In addition, 1 hour of teacher led collaboration will be used for the development of formative assessments, progress monitoring, and lesson planning to ensure student progress towards learning goals.

5.0 SUBSTITUTE COVERAGE

- 5.01 In the event a cohort is without a teacher or a substitute teacher during in-person learning, the school site administrator will seek volunteers from the bargaining unit not primarily assigned to teach a stable student cohort to provide in-person instruction to the cohort.
- 5.02 In no event shall two (2) or more stable student cohorts be combined in order to provide instruction, nor shall a single cohort be divided and separated into other cohort groups.
- 5.03 If no certificated bargaining unit member is available to provide substitute teaching coverage, the cohort may be instructed by an administrator until such time as a bargaining unit member or certificated substitute teacher becomes available. No classified employee shall substitute teach a student cohort during instructional time. In the event that there are no qualified certificated personnel to monitor the student cohort during instructional time, the cohort may be sent home for the remainder of the day.
- 5.04 If a Unit Member and their cohort are quarantined due to COVID-19 and transitions to Distance Learning, Unit Member will pivot to providing Distance Learning Instruction. In the event a unit member contracts COVID-19 illness; unit member will be provided a substitute to provide on-going distance or hybrid instruction to their cohort.

- 5.05 If no certificated bargaining unit member is available to provide substitute teaching coverage, the cohort may be instructed by an administrator until such time as a bargaining unit member or certificated substitute teacher becomes available. Classified employees shall not substitute teach a cohort or virtual class but may be used to assist students already assigned work by their regular classroom teacher.

6.0 DAYS AND HOURS

Classroom Preparation Days

- 6.01 Unless already provided for in the CBA, bargaining unit members shall be provided two (2) classroom preparation days prior to the start of the return of students. These days shall be Distance Learning non-contact with students and unit members will have no school site meetings or trainings for the purpose of unit members preparing their classroom spaces for the in-person and/or distance learning. Unit members shall be paid their daily rate for these two Classroom Preparation Days.

In-Person Learning Unit Member Daily Start Time

- 6.02 Unit members shall report to work according to the unit member start time in the CBA or consistent with past practice. If the school develops staggered start and end times, bargaining unit members shall adjust their contractual start and end time so that the overall workday remains the same number of minutes as provided for in the CBA.
- 6.03 School site protocols will be developed to minimize interaction of unit members, staff, students, and parents prior to the daily opening of the classroom space for in-person learning.

Adjunct Duties, Committee Assignments, or Extra Duty Work

- 6.04 During Distance Learning any and all in-person adjunct duties, committee assignments, or extra-duty positions shall be cancelled unless such duties, assignments, or positions can be reasonably performed virtually.
- 6.04.1 During Hybrid Learning any and all in-person adjunct duties, committee assignments, or extra-duty positions shall be cancelled unless such duties, assignments, or positions can be reasonably performed with appropriate social distancing and PPE.

2020-2021 Academic Calendar

- 6.05 If necessary The Parties agree to meet to review, revise and agree to any changes to the current 2020-2021 school year calendar to schedule all necessary days based on the academic instructional model(s) used including all student free days, classroom preparation days, and training days.

Training Days or Hours

- 6.06 Parties agree to one (1) additional Staff Development Day on August 25, 2020 to be equivalent to the contract work hours shall be required by the District. Such additional days and/or hours shall be added to the unit member's work year and compensated at the unit member's daily rate of pay. If a unit member has a conflict with the August 25, 2020 date an alternate staff development date may be requested by August 18, 2020.
- 6.07 Wednesdays shall include staff professional development that will not exceed two (2) hours.

7.0 LEAVES

Families First Coronavirus Relief Act (FFCRA expires December 31, 2020 and any changes or subsequent extensions)

- 7.01 For unit member self-care:

A unit member shall use up to 10 days of available federal paid sick leave under the FFCRA if the member (1) is unable to work due to government issued quarantine or isolation order related to COVID-19, (2) has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work, (3) is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work. The District may request verification prior to placing a unit member on paid leave. The District will pay a unit member's full salary regardless of per diem pay limits in the FFCRA.

7.02 For unit members to care for others:

A unit member may use up to 10 days of available federal paid sick leave under the FFCRA if the member is unable to work due to the need to care for (1) a minor child due to a COVID-19 related school closure, (2) an individual subject to government issued quarantine or isolation order related to COVID-19, (3) an individual who has been advised to self-quarantine by a healthcare provider related to COVID-19, or (4) an individual who is experiencing symptoms of COVID-19 and is seeking diagnosis. The District may request verification prior to placing a unit member on paid leave. The District will pay 2/3 of a unit member's full salary. The additional 1/3 of pay may include unit member absent days and is required to be designated by the unit member.

Leave of Absence for Unit Members At-Risk of COVID-19 Exposure

7.03 In the event a unit member is unable to return to in-person instruction because they became exposed or infected with COVID-19 while performing the functions of their required job duties within the school or educational settings they shall continue to teach remotely per Section 14.02 of this MOU.

If the FFCRA has expired or has not been replaced or extended, unit members who are required to quarantine as described herein and are unable to perform the unit member's position duties shall be provided up to ten (10) work days of paid administrative leave.

Industrial Accident Leave/Workers Compensation

7.04 All provisions of the CBA pertaining to Industrial Accident Leave and/or Workers Compensation remain in effect.

7.05 The District shall not contest workers' compensation claims that COVID-19 disease is caused by work exposure for bargaining unit members who are diagnosed by a medical doctor with COVID-19 within fourteen (14) days of having to work at a District site.

8.0 TRANSFERS AND ASSIGNMENTS

8.01 The following procedures shall apply to the assignment of distance learning remote work:

8.01.1 The District shall post and notify all bargaining unit members of remote assignment vacancies via district email. Vacancies shall also be posted on the District website. The vacancy shall contain the title and brief description of the position, the credential requirements for the position, and a closing date which is at least seven (7) calendar days following the posting date.

8.01.2 The unit member's request for a distance learning remote work assignment must be submitted via email. The request may include the reasons for the bargaining unit member's request, including that they are seeking the distance learning remote work assignment because either they or someone in their household is high risk for infection and illness associated with COVID-19. Such information shall not be utilized or perceived by the District as a request for a reasonable accommodation.

8.01.2.1 Unit members selected to teach at Elevated or have been involuntarily transferred to a new site/assignment will have the first right to return to their previous school/assignment site.

- 8.01.3 Priority for distance learning remote work assignments shall be given to those individuals who are requesting the remote work assignment because either they or someone in their household is at high risk for infection or illness associated with COVID-19, in order of hire date (seniority) with the District.
- 8.01.4 If after giving priority of assignment to bargaining unit members according to Section 8.01.3, there is additional distance learning remote work available, the remaining assignments shall be filled in order of hire date seniority with the District for unit members with the appropriate credential qualifications.

9.0 CHILDCARE

- 9.01 The District shall continue to provide a low cost childcare option to unit members.

10.0 PAY AND BENEFITS

- 10.01 While working under an in-person learning model, a hybrid model, or a total distance learning model, or during a period of total emergency school closure, 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 CBA.
- 10.02 The unit members may request reimbursement up to \$200 for costs associated with purchasing equipment, improving home internet bandwidth, or instructional materials not provided by the District directly related to providing distance learning or a hybrid learning model of instruction.
- 10.03 Any bargaining unit members that provide substitute coverage for an in-person class cohort, distance learning class, or hybrid class shall be paid their pro rata per diem hourly rate of pay for their time worked.

11.0 EVALUATION

- 11.01 The planning period for goal setting will be completed between October 15th and November 15th in order to allow time for bargaining unit members and administrators to adjust to a new model of instruction. All observations and final evaluations concluded by the designated end date in the CBA. The Parties agree to meet and discuss the evaluation process for the 2020-2021 school year as needed. The mode of instruction shall be taken into consideration during the formal evaluation process.

12.0 SPECIALISTS/ELECTIVES/PHYSICAL EDUCATION

- 12.01 Unit members that provide instruction to multiple stable student cohorts in one school day shall be provided N95 masks or equivalent due to their increased interactions with students.
- 12.02 Unit members needing to provide individual or small group instruction to multiple cohorts will be provided appropriate PPE including sneeze guards/plexiglass barriers, masks, face shields, and gloves. The expectation will be to reduce the interactions between multiple student cohorts to the maximum extent possible.
- 12.03 Specialists, elective teachers, and physical education teachers shall prepare daily lesson plans based on academic content standards that provides an equivalent level of rigor as in-person learning for stable student cohorts engaged in in-person learning as well as for students engaged in distance learning or a hybrid model of instruction.
- 12.04 Daily work schedules shall be provided by school site administration.
- 12.05 Assignments that typically have large performance-based classes (band, music, drama, PE) shall only be assigned stable student cohort groups based on the in-person cohort limits in Section 3.0 of this MOU. Any in-person classroom activity that necessitates an increased behavioral risk (such as singing, playing and instrument, or close physical contact) shall be prohibited until deemed safe by public health officials without PPE, physical distancing, and cohort sizes. Alternative lessons

(such as music theory, music appreciation, string or percussion instruments, physical education with distance requirements, etc.) shall be provided.

13.0 UNIT MEMBERS NOT ASSIGNED A CLASS ROSTER

- 13.01 All certificated bargaining unit members not assigned as a classroom teacher and other staff working in these positions (including but not limited to the certificated librarian, speech-language pathologists, teachers on special assignment, academic coaches, and nurses) shall maintain all physical distancing, PPE and safety requirements in this MOU.
- 13.02 Staff described in Section 13.01 shall provide their services virtually wherever possible in order to limit their total daily contacts and shall limit their daily in-person contacts.
- 13.03 Unit members needing to provide individual or small group instruction to multiple cohorts will be provided appropriate PPE including sneeze guards/plexiglass barriers, masks, face shields, and gloves. Physical distancing and PPE requirements are to be maintained in all workstations and office settings. If physical distancing of 6 feet is not possible due to office/room size limitations, and in order to maintain student confidentiality or privacy, alternative and effective safety devices shall be used such as plexiglass barriers and/or face shields with neck drapes. Time spent in proximity of less than six (6) feet between individuals shall be minimized to the extent possible.

14.0 COVID-19 EXPOSURE AND COHORT/SCHOOL SITE CLOSURE

- 14.01 Staff, administrators, and students who are sick are expected to remain home and shall not be permitted on a District site while sick.
- 14.02 If a staff member, administrator, student, or parent associated with a stable student cohort tests positive for COVID-19, the cohort will immediately be notified and students and/or staff deemed to have close contact shall be placed on a CDC, CDHP, and/or EDCPHD isolation/quarantine time period. Close contact will continue to be defined by CDC and CDPH and recommended guidance will be followed as it is defined and updated by the federal, state, and local public health agencies. During this period of quarantine, students will receive distance learning. The District or site administrator will ensure that the students will have a certificated teacher providing distance learning instruction. The bargaining unit member, if medically able to do so, shall continue to provide instruction to the cohort during distance learning. The unit member being quarantined will be provided at least one (1) duty free workday to plan and prepare for distance learning.
- 14.03 The District will work with the El Dorado County Department of Public Health to ensure that all staff and students being quarantined are given resources on how to properly quarantine and provided access to medical professionals if illness manifests itself.
- 14.04 Under the following conditions and guidance of state and the local public health officer school and district closure will occur when:
- Individual classroom cohorts, when a positive case is detected within the classroom, will be placed on isolation or quarantine as determined by 14.02.
 - If 5% of a school's cohort group is COVID-19 positive, then the entire cohort shall quarantine/isolate according to CDC, CDPH, El Dorado County Public Health guidelines.
 - The entire school district shall close and implement distance learning if 25% of schools are closed as outlined above. Schools will reopen when The State and/or Local Public Health Officer determine it is safe to do so and in accordance with LTUSD pandemic plan in person learning criteria.
- 14.05 All closed classroom spaces, worksites, rooms, school sites, or other District facilities shall be thoroughly cleaned and disinfected prior to being re-opened for in-person learning.
- 14.06 The District shall communicate all decisions about closures and re-opening to all unit members at a school site or district wide. Such communication shall be by email or by telephone.

15.0 TRAINING

- 15.01 Consistent with federal, state, and local public health officer guidelines, all staff shall be trained in the following areas, including but not limited to:
 - 15.01.1 Reinforcing the importance of health and safety practices and protocols;
 - 15.01.2 Cleaning and disinfecting protocols, cleaning supplies and equipment;
 - 15.01.3 Physical distancing requirements, personal protective equipment, and stable classroom cohort protocols;
 - 15.01.4 Health screening protocols and procedures;
 - 15.01.5 Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;
 - 15.01.6 Protocols on responding to individuals with a family member or someone in close contact with a student or staff member who tests positive for COVID-19;
 - 15.01.7 Protocols on responding to a student or staff member testing positive for COVID-19; and
 - 15.01.8 any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with.

16.0 ACCOMMODATION

- 16.01 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.
- 16.02 The District agrees to protect and support employees who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk by providing options such as distance learning or working remotely.
- 16.03 If reasonable accommodations are not practicable, the District shall work with the employee to develop a flexible leave plan that endeavors to avoid exhausting the employee's earned leave.
- 16.04 The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.
- 16.05 The District agrees to initiate in a timely manner the interactive process for employees whose medical doctor designates them as "high risk," "vulnerable," or equivalent terminology as related to exposure to COVID-19.
- 16.06 The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:
 - 16.06.1 Providing additional or enhanced PPE;
 - 16.06.2 Placing physical barriers to separate the vulnerable employee from staff, students, or other individuals on campus;
 - 16.06.3 Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
 - 16.06.4 Moving the employee workstations; and
 - 16.06.5 If available, transferring or reassigning the employee to a distance learning assignment or an assignment with minimal daily contacts with others.
- 16.07 When no reasonable accommodation can be reached, the District shall work with the unit member on appropriate leave options.

17.0 ACCESS LIMITATIONS AND ASSOCIATION RIGHTS

- 17.01 The district shall minimize access to school sites and restrict non-essential visitors and volunteers to classrooms to limit the number of in-person exposures and create a safer environment for unit members.
- 17.02 Representatives from the Association, including local Association leaders, the California Teachers Association, and the National Education Association, shall be granted access to District worksites.

18.0 GRIEVANCE AND EXPEDITED ARBITRATION

- 18.01 All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.
- 18.02 Due to the potential urgency of disputes connected to providing and maintaining safe and health schools for all students, staff, and their families, according to the provisions of this MOU, an expedited arbitration process may be entered into by mutual agreement of both Parties:
 - 18.02.1 The dispute will skip all levels after an informal conference and move directly to binding arbitration before an arbitrator mutually selected by the Parties.
 - 18.02.2 At least ten (10) workdays prior to the hearing, the Parties shall exchange a list of witnesses each intends to call as well as any documents or other material the party expects to be introduced not previously provided.
 - 18.02.3 Time limits for the hearing shall be mutually agreed upon by the Parties. The following shall be prohibited: written briefs, court reporters and electronic transcription.
 - 18.02.4 The arbitrator shall issue oral decisions at the close of the hearing, and decisions of the arbitrator shall be binding and final and shall not constitute precedent in other cases.
 - 18.02.5 Each party shall bear its own expenses, and the arbitration fees shall be shared equally by both parties.

19.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

- 19.01 The District and Association agree to meet and confer monthly during the pandemic to discuss textbooks, curricula, educational methods, standards, assessments, with the goal of evaluating the instructional models being used and to improve student learning outcomes. The Parties shall each select four (4) representatives chosen by the Superintendent and Association President or their designees to meet virtually in this consultation committee.
- 19.02 The Parties shall meet to consult to provide meaningful input into the "School Plan for Safe Reopening" before the District submits this to the El Dorado County Office of Education, the local public health department, posts it at all District sites, and shares it with all stakeholders. All "School Plan for Safe Reopening" shall be provided to the Association President or designee at least 24 hours prior to being posted at work sites.
- 19.03 The District shall prepare a "Learning Continuity and Attendance Plan" for the 2020-2021 school year in consultation with and reflecting meaningful input from the Association leadership and/or designees. The District shall provide a copy of the "Learning Continuity and Attendance Plan" in draft format at least 24 hours prior to adoption of the plan by the Board of Trustees.
- 19.04 The District shall provide all bargaining unit members at a school site with the individual's name, cell phone number, and work email address designated as the single point of contact from each school site and/or District work location to the El Dorado County Public Health Department.
- 19.05 Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

20.0 DURATION

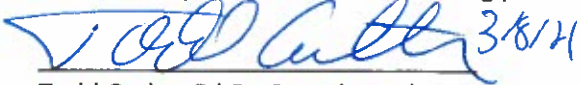
- 20.01 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.
- 20.02 This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties.

21.0 GRADING

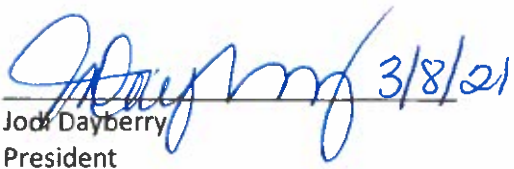
The District and STEA will agree to collaborate on development of a distance and hybrid grading and assessment plan that The District can adopt as it applies to implementation during the COVID-19 pandemic and the 2020-2021 school year.

22.0 CONTACT TRACING

The District provided a contact tracing plan February 26, 2021.

By:  3/8/21
Todd Cutler, Ed.D., Superintendent
District Representative
Lake Tahoe Unified School District

By:  3/9/21
Shaina Lucas
Negotiations
South Tahoe Educators' Association

By:  3/8/21
Jodi Dayberry
President
South Tahoe Educators' Association