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TENTATIVE AGREEMENT

MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN LEANDRO UNIFIED SCHOOL DISTRICT
AND
SAN LEANDRO TEACHERS' ASSOCIATION

REOPENING OF SCHOOLS UNDER HYBRID LEARNING 2020-2021

March 18, 2021

The San Leandro Unified School District ("District") and San Leandro Teachers' Association ("Association") enter this Memorandum of Understanding ("MOU") regarding changes in working conditions necessary for teaching and learning related to the coronavirus ("COVID-19") pandemic. The Parties are committed to providing a strong educational model, while working to assure the health and safety of SLTA Members and their families, as well as the entire SLUSD community, in accordance with guidelines as recommended by public health officials to prevent the spread of illness arising from COVID-19 during the 2020-2021 school year.

The current MOU is intended to meet the requirements for In-Person instruction as set forth in Assembly Bill 86 as signed by Governor Newsom on March 5, 2021.

This Memorandum of Understanding shall supersede the "Reopening of Schools Under Distance Learning 2020-2021" MOU from July 29, 2020.

Background

SLUSD will reopen its schools in compliance with current requirements established by the California Department of Education (CDE) and the Alameda County Public Health Department (ACPHD). Maintaining flexibility at all levels will be paramount to our success, as we collectively engage in instructional models that are new and must remain responsive to ongoing safety guidance and the needs of our students and families.

This agreement represents a commitment to prioritize the health and safety of staff and students in order to minimize the risk of COVID-19 spread while also providing for the education of all students.

The District and Association agree as follows:

A. Definitions

1. "In-person instruction" means instruction under the immediate physical supervision and control of a certificated employee of the local educational agency while engaged in educational activities required of the student.

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2. "Distance learning" means instruction in which the pupil and instructor are in different locations and pupils are under the general supervision of a certificated employee of the local educational agency. Distance learning may include, but is not limited to, all of the following:

a) Interaction, instruction, and check-ins between Bargaining Unit Members and pupils through the use of a computer or communications technology.
b) Video or audio instruction in which the primary mode of communication between the pupil and certificated employee is online interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology. In accordance with Ed Code 51512, Bargaining Unit Members will have the option of distributing videos showing their instruction, so long as the parent/guardian of any identifiable student in the video has given consent. The District will be responsible for distributing all student consent forms and providing the results to teachers.
c) The use of print materials incorporating assignments that are the subject of written or oral feedback.

3. "Hybrid learning" means a combination of both distance learning and in-person instruction that is implemented in order to reduce the number of students in classrooms and on campus each day so as to adhere to physical distancing requirements.

4. "Synchronous" means occurring at the same time.

5. "Asynchronous" means not occurring at the same time.

6. "District Approved Learning Management System" means an online platform that enables the delivery of materials, resources, tools, and activities to students and families both in and out of the classroom environment. It is a software application that allows users to create, manage and share academic content easily that can be accessed by students and families anywhere online.

7. "Time Value in Assignments" means the amount of time allocated for a student to complete an assignment. Bargaining Unit Members assign a fixed number of minutes/hours for each assignment based on a teacher determining how long it should take for a student to complete the assignment including and not limited to (a)synchronous instruction.

B. Health and Safety Guidelines

1. The District shall adhere to the COVID guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the Alameda County Public Health Department (ACPHD). The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines. Any changes will be mutually agreed upon in writing.

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2. The District shall ensure minimum physical distancing of six (6) feet between student(s), between educator and student workspaces, and between occupied employee workspaces. On occasion, a unit member may determine the need for closer physical proximity while working with students. They may do so in accordance with current state and county health department guidelines, and with the use of appropriate PPE. COVID-19 Procedures shall be established and posted at least one week prior to the return to in-person instruction. Each site will produce a video which demonstrates how to enter the school, move about the campus, and adhere to COVID-19 Safety Protocols. The video will be required viewing by all parents/guardians/students.

3. The District shall not require in-person staff meetings or professional development.

4. Student Movement, Entries and Exits, Hallway transitions
   a) Hallways shall have signage governing student movement.
   b) Students and Staff shall maintain 6 feet distance from each other at all times, including while entering and exiting the building and classrooms.
   c) Students will be directed to use the nearest student restroom following the district's COVID restroom protocols. Cohorts Students shall have assigned bathrooms and assigned points of entry and exit. During passing periods, students in the hallway shall be supervised and monitored at all times. SLTA Bargaining Unit Members may be required to monitor students in the hallway on a limited mutually agreed upon and equitably rotating basis.

5. The District shall require the use of facial coverings ("masks") by all persons who enter district facilities in accordance with federal, state, and local guidelines currently in effect. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt). When the District requires a particular kind of facial covering or protective equipment, the District will provide the appropriate Personal Protective Equipment (PPE) to accommodate this requirement. The District shall require students to follow this directive to the extent applicable by law. PPE shall be provided for students who do not have appropriate equipment, or those students shall be removed from the educational setting. Face shields shall be provided upon request for Bargaining Unit Members, and for students during situations where there is one-on-one instruction.

   a) The District shall provide bargaining unit members face coverings (masks/face shields) and gloves at each work site on a daily basis.
   b) 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 district policies, and provides equivalent protection to the PPE provided by the District. Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined for not bringing their own PPE.
   c) Individuals who cannot wear a mask because of a special circumstance such as a particular developmental or health diagnosis or doctor's order shall instead wear an appropriate or prescribed alternative face covering.

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d) Students will be required to have their PPE (face mask/shield) on prior to entering campus. Their PPE (face mask/shield) is expected to be worn for the remainder of the school day. The mask can only be removed briefly to drink if necessary.
e) To ensure the safety of all, school sites must exclude students from classrooms if they are not exempt from wearing a face covering under CDPH guidelines and refuse to wear their own mask or one provided by the school. Unit members are not responsible for supervising those students who are excluded from the classroom.
f) Where necessary, members such as nurses and members working in Moderate/Severe SDC students shall be provided protective coveralls, drapes, gloves, gowns and face shields
g) Each classroom will be equipped with appropriate means for disposal of PPE.
h) Classrooms will not be used for any activity where physical distancing requirements are not met or any activities where masks need to be removed.
i) The district shall provide hand sanitizer in every classroom and work space.
j) Each location where in-person activities are scheduled to take place will have available as needed and requested:

- Masks
- Plexiglass shield
- Face shields
- Protective eye wear/goggles
- Surgical hair covering
- Disposable gowns
- Disposable nitrile gloves in sizes S-XL
- Disposable shoe covers universal fit
- Disposable vinyl gloves
- Hand Sanitizer, pump
- Hand sanitizer
- Pencils for student (they can take home or sanitized)
- Disinfecting wipes
- Portable HEPA air purifier in rooms without a dedicated HVAC system.

6. The District shall comply with the following hand washing logistical requirements:

a) Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon entering district sites and every time a classroom is entered.
b) Every room with a sink shall be stocked with soap.
c) Every classroom shall be provided hand sanitizer.
d) Non-classroom workspaces shall be provided hand sanitizer.
e) In addition to classroom and non-classroom work spaces, hand sanitizer will be accessible in other high traffic areas on campus.
f) Hand sanitizer and/or portable hand washing stations shall be provided at each ingress and egress point at all sites or any outdoor area where classes/recesses will be held.

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g) 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.

7. The District shall ensure that all classrooms, restrooms, 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. Bargaining unit members will not be required to clean or disinfect classrooms.

8. Bargaining unit members may choose to clean or disinfect areas of their own classroom or work space on a limited basis.

9. Bargaining unit members who voluntarily choose to clean and disinfect will be provided with district approved cleaning supplies and shall be required to view an approved training course for safe handling, storage, and application of disinfectants.

a) The district will ensure that all sinks in restrooms, classrooms, and other areas are stocked with soap and paper towels. Each staff bathroom will have water, soap, paper towels, wipes or materials to wipe down handles and liners for toilets. If a staff bathroom has been used, it will be sanitized twice a day according to the schedule. A portable HEPA filter will be placed in each staff bathroom that does not have a working exhaust fan so long as an electrical outlet is available in the room. Bathrooms without appropriate ventilation and without the outlet for the portable HEPA filter will be closed.

b) The District shall provide and maintain an adequate supply of bottled drinking water and/or disposable cups to access hydration stations and drinking fountains.

10. 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% of each unit's capability as indoor and outdoor conditions safely permit. Air filters have been upgraded to MERV-13 and shall be changed at the recommended intervals. Portables and/or other rooms without adequate HVAC shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room. All information will be provided to the SLTA Leadership prior to the reopening and at regular intervals.

11. While the district is operating under the hybrid learning model, the District shall ensure all students and visitors are checked for symptoms daily prior to entering school via a CDC/CPHD/ACPHD compliant self-screening protocol.

a) Students and visitors who have not taken and passed the self-screening protocol shall undergo an in-person screening which includes the use of temperature checks via no touch thermometers.
b) Bargaining Unit Members shall not be required to conduct COVID-19 screenings.

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c) Bargaining Unit Members will be given access to Parent Square screening data so that they may help to verify that the self-screening process has been completed for students prior to students entering the classroom. No student will be allowed into the classroom without a completed self-screening protocol or in-person screening.
d) Bargaining Unit Members shall undergo self-screening prior to arrival and record results using the district's self-screening portal.
e) Staff and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 should be sent home or sent to an isolation room on site pending travel home.

12. Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing in conjunction with local health department policies and procedures. All persons who may have come in contact with the infected individual shall be notified. The District shall notify the Association of the location(s) where the infected individual was present on the school premises during the suspected incubation/active infection period.

13. The District shall provide all unit members with information for locations that offer COVID-19 testing, including free local testing.

14. The District shall immediately notify the Association when an outbreak occurs as defined by the ACPHD's school guidance. The District shall contact the local public health department to determine if schools and worksites should be closed. If closure is recommended by the local public health department, the District shall immediately notify the Association and the parties shall meet to bargain any impacts of the closure.

15. All employees shall receive training on information related to COVID-19, including recognizing symptoms and signs of the Coronavirus and COVID-19 illness during the teacher work day.

16. Staff restrooms and any bathrooms that will be utilized will be cleaned/sanitized twice a day to help maintain a safe environment. At least one of these times will be during the school day.

17. Principals shall confer with SLTA Site Representatives at least weekly to identify and resolve site-based problems that may arise. Principals and SLTA site representatives will set a weekly standing meeting time that is mutually agreed upon.

C. Hours of Employment

1. All contractual agreements about Hours of Employment under Article VII will be adhered to, including scheduled preparation periods and a duty-free lunch.

2. All Bargaining Unit Members will have the option of working from home when they are providing only virtual instruction, also during collaboration and staff meeting time. Bargaining Unit Members will not be mandated to stay on campus once the in-person instructional day has

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ended.

3. Virtual staff meetings, if needed, shall be held in accordance with the current negotiated agreement. Bargaining unit members who are not available during the scheduled staff meetings are responsible for watching a recorded version (if made available). Bargaining Unit Members shall be notified at least two (2) days before a required virtual meeting with an agenda (including but not limited to staff meetings, IEPs, grade level and department collaborations). With the adoption of the new Hybrid Model bell schedules, no additional mandated meetings or trainings shall be scheduled during the non-instructional minutes. All meetings shall be held virtually and shall be scheduled during the negotiated duty day until the county has been in the yellow/safest tier for at least two weeks. Large in-person gatherings for students may only be held in compliance with local health guidelines. All other provisions of the CBA regarding meetings apply.

4. Bargaining unit members will not be mandated or directed to supervise in-person graduation/promotion ceremonies of any kind.

D. School Calendar

1. 3 (three) days prior to the start date of hybrid instruction (return of a significant number of students) shall be all-district "student asynchronous learning days" to allow unit members to prepare classrooms, redesign our instructional model, and plan for hybrid instruction. On the "3 student asynchronous learning days", Unit Members who will be engaged in in-person instruction will not be required to provide any synchronous instruction to students on those 3 days. Bargaining Unit Members shall be allowed to hold synchronous check-ins at their own discretion. The minimum instructional minutes for each grade level shall be maintained on this day. The district-wide "student asynchronous learning days" will be Wednesday March 31, Thursday, April 1, and Friday, April 2.

2. The start date of Hybrid Learning with students returning to schools shall be Monday, April 12, 2021.

3. Site administrators shall provide training for students and families on new school procedures necessary for the maintenance of Social Distancing, COVID Screening, use of PPE, and hallway procedures during the period leading up to and during hybrid instruction.

4. The remainder previously agreed upon 2020-21 calendar updates remain in effect including:

a) May 13 will be a virtual Elementary Open House with 11:50 dismissal for TK, K and 12:00 dismissal for grades 1-5.
b) June 4 is Planning Day #3 (non-student day)

E. Equipment, Technical Training and Support

1. The District shall provide all necessary equipment, refer employees to free internet resources, and any other necessary equipment to deliver distance learning. If a bargaining unit

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member does not have sufficient access to internet resources, the District shall work with that member on a case-by-case basis. Staff shall not be liable for damage to District equipment. Bargaining Unit Members shall not be required to provide printed worksheets.

2. Site administrators will solicit purchasing requests from Bargaining Unit Members for classroom materials and office supplies in order to ensure that students do not share materials.

3. Bargaining Unit Members shall be allowed to take home their issued classroom laptop, printer, and document camera.

4. The District shall communicate information regarding training opportunities that are available during contractual time with all bargaining unit members via email. The District shall provide training on how to use technology to deliver concurrent in-person and virtual instruction in the hybrid model.

5. The District shall provide bargaining unit members with access to District provided technical support via virtual tools. This may include access to technical support personnel, helplines, and other technical support from District vendors and/or staff, as well as instruction on distance learning platforms and instructional materials.

6. In accordance with Ed Code 51512, Bargaining Unit Members will have the option of distributing videos showing their instruction, so long as the parent/guardian of any identifiable student in the video has given consent. The District will be responsible for distributing all student consent forms and providing the results to teachers.

7. The District shall provide a central location (district website) or (a shared online folder) for Bargaining Unit Members to access on-line resources and information and prioritize resources for curricular continuity.

8. SLTA members who voluntarily develop training materials and sessions outside of normal work hours will be paid at the Teacher Hourly Rate with prior authorization by administrator.

F. Communication, Collaboration, Privacy, and Security

1. The District shall provide time for teachers to collaborate within the work day to develop curriculum that fits the current educational delivery model. The agenda for these collaborations shall be determined by the bargaining unit member participants. For elementary schools, these collaborations shall be organized by grade level; and for secondary schools, these collaborations shall be organized by department. For the purposes of these collaborations, the District shall provide at least one hour every two weeks. Staff may collaborate virtually as they deem necessary and appropriate while they are engaged in distance learning. Recognizing this unique situation, the time and manner of collaboration will not be determined by District or site administration.

2. On a weekly basis, unit members shall inform parents and students of their availability to provide support and clarification via email and/or other virtual platforms. Bargaining unit

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members shall use their district email account in communications with parents or students. Bargaining unit members will not be required to provide personal cell phone numbers to parents or students.

3. Students shall be required to have their cameras on for video instruction and be present on the screen, absent special circumstances. Students will only be permitted to participate in live video/audio lessons after the District has secured parent/guardian permission for such activity and agreed to the District's acceptable use policy, pursuant to Education Code Section 51512. Bargaining Unit Members will not be held liable for student complaints about student appearance on Zoom during concurrent in-person and virtual instruction.

G. Professional Development

1. Bargaining unit members shall receive professional development on the use of technology and the delivery of instruction via Zoom to the Full Distance Learning students and at-home cohort while simultaneously providing instruction to the in-person students.

2. Except when working independently in their classroom/office, while on district premises, bargaining unit members shall maintain six feet physical distancing between themselves and other individuals and be required to wear a face mask. Staff who cannot wear a mask because of a documented health issue shall be required to wear a face shield and neck drape (tucked into the shirt).

H. Staffing for COVID-19 Related Illness, High Risk Classification and Mandated Quarantine

1. Members who do not pass the daily screening, exhibit symptoms of COVID-19 at any time during the school year, have been in close contact with a person who has been diagnosed with COVID-19, or receive a positive COVID-19 test result, should contact their supervisor immediately and shall not enter a district facility. Bargaining Unit Members may choose to conduct distance learning with a district personnel assigned to monitor in-person students during concurrent instruction.

I. Leave

1. In the event a bargaining unit 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, they may receive up to two weeks of paid leave (with no deduction to accumulated sick leave), up to two weeks of paid sick leave because of a bona fide need to care for an individual subject to quarantine.

The District may request verification prior to placing a unit member on paid leave. A unit member may choose to work remotely if using leave for reasons 1 and 2 related to the COVID-19 disease, Bargaining Unit Members.

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For the remainder of the 2020-2021 School year, Bargaining Unit Members may use accrued leave days without stating a reason.

Medical Accommodations: Unit members who have a pre-existing medical condition as identified by the CDC, the California Department of Health or the Alameda County Public Health Officer which makes them particularly vulnerable to life-threatening symptoms related to COVID-19 may request an accommodation through the interactive process. Each unit member who is able and available to work shall be granted an assignment as an accommodation as identified by District need. Accommodations may include, but are not limited to, the provision of personal protective equipment (PPE), heightened social distancing protocols, reduced number of student contacts, remote working with district personnel assigned to monitor in-person students during concurrent instruction, alternative work assignments (modified duty), alternative remote assignment, temporary reassignments and/or the possible use of accrued sick leave.

- Requests for such accommodations will be considered on a case-by-case basis and only with supporting medical documentation from a medical provider. Any other requests to work "virtually" will be considered and granted only as student need allows.

J. Curriculum and Grading

1. Bargaining unit members shall determine the means and method for providing instruction based on appropriate standards-based instruction, their resources, and their students' ability to access the curriculum. 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.

2. Any curriculum resources or lessons provided by the District should be considered the baseline (or a starting point for instruction during this period of hybrid learning). Teachers may customize the content to meet the needs of the students in their class(es). Bargaining unit members may choose to be innovative and develop activities to support and encourage their own innovative teaching modalities.

3. The coursework provided to students shall have the intention of promoting continuity of learning. This will include enrichment, intervention, and/or exposure to new material. The pace of instruction shall be at the discretion of the teacher based on the needs of one's students.

4. The District will provide clear instructions for grading and assessments, specific to each level of education. The District will communicate those expectations to the families of SLUSD students.

5. This agreement does not usurp the contractual rights nor provisions in Ed Code for Bargaining Unit Members to administer grades as deemed appropriate.

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6. The District shall only require Bargaining Unit Members to administer mandated State and Federal tests, and District STAR tests. Bargaining Unit Members will select and administer literacy and math assessments in order to measure and monitor student progress in grades TK–5.

K. Evaluations

1. Evaluations of SLTA Bargaining Unit Members shall be suspended for the duration of this MOU with the exception of temporary and probationary certificated employees.

L. Special Education, Counseling and Health Services

1. Nurses, SLP's, Psychologists and Behaviorists may choose to provide in-person, online or teletherapy services to students in order to meet student service needs.

2. SLTA unit members will provide all students with disabilities continuity of learning through a variety of learning resources as appropriate. This enables all students access to the same learning opportunities.

3. Virtual tools shall be used to hold any necessary IEP meetings and to meet and collaborate on a student's IEP. Parent/Guardian signatures will be obtained by the case manager when possible during the IEP meeting using the SEIS program or an agreed upon alternate online method of signature gathering and distributing the IEP and related documents to the parent/guardian via email. If this is not possible, District administration shall obtain parent/guardian signatures and send a hard copy of the IEP to students' families. Case managers will not be required to meet in person with parents or guardians or be required to travel to families' homes in order to gather signatures.

4. School Psychologists may provide appointments for students for social emotional and/or behavioral needs as well as communicate with families to provide support. Any appointments scheduled may be conducted by telephone or virtual tools.

5. Counselors may provide virtual or telephone appointments to students for academic counseling, monitoring, and guidance. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as appropriate.

6. Speech-language pathologists will provide services, and conduct assessments via online or teletherapy platforms as needed. Speech-language pathologists will use the district approved learning management system to make daily work, lessons, and speech resources available to students and families.

M. Hybrid Learning Model

Hybrid Learning Curriculum Content and Scheduling

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1. Bargaining unit members will be expected to provide instruction, resources, and support to students through both in-person learning and distance learning.

2. Daily instructional time refers to time students spend on activities that are planned and supported by bargaining unit members. The daily minimum instructional time, per grade span is the following:

a) 180 minutes per day for students in PK, TK, and K
b) 230 minutes per day for students in grades 1-3
c) 240 minutes per day for students in grades 4-12

Impacts to TK-12 Schedule

1. Bargaining unit members will follow the district issued bell schedule for hybrid learning for their school.

2. Bargaining unit members must use district-approved blended learning platforms (to enable tech, PD support and avoid privacy issues) and the adopted online curriculum, and may use supplemental materials to support students' instructional needs.

3. Bargaining unit members will provide students on their roster who are English Language Learners the appropriate English Language Development services and instruction. ELD instruction time will be synchronous and included in established instructional minutes.

4. Elementary Classroom Bargaining Unit Members shall have discretion on how to schedule virtual instruction as long as minimum instructional minutes and required ELD minutes are met for each student.

Hybrid Learning Procedures for All Grades and Schools

1. Families shall be asked to complete a survey for each student to select "Hybrid Learning" which includes an "In-Person Learning" component or to commit to continuing with "Full Distance Learning."

2. Students who select "Hybrid Learning" shall be assigned to Cohort A or Cohort B.

3. Students in Cohort A shall attend school on Mondays and Tuesdays.

4. Students in Cohort B shall attend school on Thursdays and Fridays.

5. Cohort A and Cohort B will be designed so student and teacher desks remain at least six feet apart.

6. On Mondays, Tuesdays, Thursdays, and Fridays, Unit Members may use classroom technology to provide instruction for the In-Person group (Cohort A or Cohort B) while simultaneously providing instruction to the Full Distance Learning students and the at-home Cohort. Alternatively, Elementary Classroom Teachers may choose to provide Distance Learning

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Instruction to the at-home cohort and Distance Learning students in the afternoon. Elementary Bargaining Unit Members who opt to teach a modified concurrent or a separate distance learning schedule will establish a set schedule for the duration of Hybrid Learning that is communicated with families and the site principal by April 2.

7. All students will be in "Distance Learning" on Wednesdays to allow for cleaning and disinfection.

8. Unit Members shall provide at least the minimum number of instructional minutes for all students, Hybrid Learners and Full Distance Learners, during each day (180 minutes TK and K, 230 minutes for 1st through 3rd grade, and 240 minutes for 4th through 12th).

9. Elementary Unit Members at each grade level will work with the principal to develop a recess and supervision schedule that follows physical distancing protocols.

10. In the event that classrooms or schools are required to close due to ACPHD requirements, Bargaining Unit Members will follow the Wednesday "Full Distance Learning" schedule during the term of the closure.

Elementary Schools

Bargaining unit members will follow the elementary hybrid learning instructional (bell) schedule. The schedule calls for a 20 minute morning check-in with students who will not be participating in In-Person learning on that day (students in Full Distance Learning and the at-home Cohort students).

TK-5 Mon/Tues/Thurs/Fri Elementary Hybrid Bell Schedule		
	TK - K	**1st - 5th**
Distance Check-In	8:10 - 8:30	8:10 - 8:30
Class Begins	8:45	8:45
Recess/Snack	Varies	Varies
Specialist	-	Varies
Dismissal	11:50	12:00
Cohort A attends in-person Monday and Tuesday		
Cohort B attends in-person Thursday and Friday		
All students Distance Learning on Wednesday		
No on-campus student lunch		

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On Wednesdays, Unit Members shall follow the previously adopted Distance Learning bell schedule:

TK – 5 Wednesday Bell Schedule (All Distance Learning)		
	TK - K	**1st - 5th**
Class Begins	8:10	8:10
Recess	9:45 - 10:00	9:45 - 10:00
Specialist	-	Varies
Lunch	11:20 - 12:05	11:20 - 12:05
Wed Dismissal	11:40	1:50

On Wednesdays, TK and K classroom teachers will provide no less than 60 minutes per day of synchronous instruction in addition to the 20 minutes of necessary synchronous ELD instruction for English Language Learners. This will also serve as the maximum synchronous instructional expectation. Classroom teachers will provide the total number of synchronous and asynchronous minutes required by law. The maximum amount of total asynchronous plus synchronous instruction which can be required for Bargaining Unit members is 180 minutes each day.

On Wednesdays, for grades 1-3, classroom teachers will provide no less than 100 minutes per day of synchronous instruction in addition to the 30 minutes of necessary synchronous ELD instruction for English Language Learners. This will also serve as the maximum synchronous instructional expectation. Classroom teachers' instructional minutes plus specialists' instructional minutes will equal the daily minimum instructional minutes required by law. The maximum amount of total asynchronous plus synchronous instruction which can be required for Bargaining Unit members is 230 minutes each day.

On Wednesdays, for grades 4-5, classroom teachers will provide no less than 110 minutes per day of synchronous instruction in addition to the 30 minutes of necessary synchronous ELD instruction for English Language Learners. This will also serve as the maximum synchronous instructional expectation. Classroom teachers' instructional minutes plus specialists' instructional minutes will equal the daily minimum instructional minutes required by law. The maximum amount of total asynchronous plus synchronous instruction which can be required for Bargaining Unit members is 240 minutes each day.

Elementary art, music and PE specialists will work in a modified prep schedule to provide synchronous and asynchronous learning. They will provide no less than 120 minutes of daily synchronous instruction. This will also serve as the maximum synchronous instructional expectation. Elementary art, music and PE specialists may also provide additional asynchronous instructional minutes to support their synchronous instruction. Specialists schedules may include scheduled time during In-Person instruction (including Full Distance Learners and at-home Cohort), after dismissal, and on Wednesdays. Specialists may choose work virtually or in-person. If Specialists choose to provide in-person instruction, they will inform site principals of their preferred plan for instructional delivery and schedule. Site principals will consult with specialists and grade level teams to determine the method of instruction and schedule of

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specialists. The maximum amount of total asynchronous plus synchronous instruction which can be required for Specialists is 240 minutes each day.

In the elementary schools, Teachers at each grade level will collaborate to develop a schedule that meets the learning requirements of the state.

Secondary Schools

1. On Wednesdays, bargaining unit members teaching grades 6 through 12 will follow the bell schedule for their school with a student receiving no less than one-third of the minutes per period of synchronous learning each day. This will also serve as the maximum synchronous instructional expectation. Asynchronous work will be assigned for the remaining two-thirds of each period.

2. The Middle Schools shall follow a block schedule Monday, Tuesday, Thursday, and Friday, with all classes meeting via distance learning on Wednesday.

3. San Leandro High School and Lincoln Alternative Education Center will use a block schedule, with three periods scheduled every day. A teacher will teach only three classes each quarter, and will have the same classes for the first marking period and the third marking period. Likewise, classes taught the 2nd quarter will also be taught in the 4th quarter. Each quarter will represent the entire curriculum for the semester. This schedule will be in place for the 2020-21 school year regardless of instructional model.

Middle School Bell Schedule

M/T/Th/F Middle School Hybrid Schedule		
Mon/Thurs	**Tues/Fri**	**Time (70/75)**
0	0	7:30 - 8:15
1	2	8:25 - 9:35
3	4	9:45 - 11:00
Break		11:00 - 11:05
5	6	11:15 - 12:25
Dismissal		12:25
Cohort A attends in-person Monday and Tuesday		
Cohort B attends in-person Thursday and Friday		
All students Distance Learning on Wednesday		
No on-campus student lunch		

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MS Wednesday Bell Schedule All Students Distance Learning	
Period	**Time (45)**
0	7:30 - 8:15
1	8:25 - 9:10
2	9:15 - 10:00
Break	10:00 - 10:10
3	10:15 - 11:00
4	11:05 - 11:50
Lunch	11:50 - 12:25
5	12:30 - 1:15
6	1:20 - 2:05

SLHS Bell Schedule

SLHS Daily Hybrid Bell Schedule	
Fourth Quarter	**Time (75)**
0	7:25 - 8:10
2	8:20 - 9:35
4	9:45 - 11:00
6	11:10 - 12:25
Dismissal	12:25
Cohort A attends in-person Monday and Tuesday	
Cohort B attends in-person Thursday and Friday	
All students Distance Learning on Wednesday	
No on-campus student lunch	

Lincoln High School Bell Schedule

Daily Hybrid Bell Schedule	
Fourth Quarter	**Time (60)**
Preparation	8:00 - 9:00
2	9:00 - 10:00
4	10:05 - 11:05
6	11:10 - 12:10
Dismissal	12:10
Cohort A attends in-person Monday and Tuesday	
Cohort B attends in-person Thursday and Friday	
All students Distance Learning on Wednesday	
No on-campus student lunch	

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Impacts to Specific Bargaining Unit Members

1. Principals will work in collaboration with elementary Art, Music and PE Specialists to determine mutually agreed upon schedules for asynchronous and synchronous instruction. Bargaining Unit Members in these classifications shall be given an additional hour of collaboration time each week to make these adaptations.

2. Principals will work in collaboration with librarians to develop mutually agreed upon procedures that follow health guidelines in order to support home online access to library resources, including access for students on independent study

3. Librarians will check out/issue technology (Chromebooks, assistive tech, hotspots) to students for at-home use.

4. Counselors will contact families of students who are not participating in the all distance or hybrid learning models.

5. Resources Specialists will provide services and conduct assessments via online platforms and in-person as appropriate.

6. Behavior Specialists will provide services and conduct assessments via online platforms and in-person as appropriate.

7. For Bargaining Unit Members who are not classroom teachers, when a Bargaining Unit Member's workload exceeds the member's work hours, a meeting shall be initiated between the Bargaining Unit Member and his or her appropriate supervisor to prioritize job expectations in order to meet contractual work hours.

8. Bargaining Unit Members who are School Nurses shall be available to:
   a) Oversee the health screening and notification of all individuals on school campuses. The District shall provide additional staffing to conduct required vision and hearing tests and COVID-19 case investigations as needed.
   b) Coordinate with the District and with the Alameda County Public Health Department. Provide guidance and training to staff on quarantine protocols. The District shall provide these training materials in advance.
   c) Train all students, staff, parents, and visitors on the effective hygiene practices including but not limited to hand washing, physical distancing, and PPE usage.
   d) Students with individual medical needs that require direct nursing services shall be assigned to cohorts in such a way that minimizes scheduling conflicts of SLUSD nurses.

N. Attendance

1. Bargaining unit members shall be responsible for taking daily attendance for all students on their roster including communicating time value for assignments via a daily schedule for synchronous and asynchronous learning in order to ensure that daily minimum instructional

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minutes are met.

2. All SLTA absences will be reported using the district substitute management system.

O. Parent/Guardian Communication

1. Bargaining unit members will not assign off campus assignments that require printing from home by the student/parent/guardian.

P. Assembly Bill 86 Compliance

1. The District and Association intend to provide an In-Person instructional model that complies with Assembly Bill 86 as signed by Governor Newsom on March 5, 2021.

2. If SLUSD and SLTA develop an MOU that complies with AB 86, the District will shall provide a one-time payment of up to 3% to each Unit Member who provides In-Person services on specified instructional days based on the following:

a. Each participating Bargaining Unit Member will receive a one-time payment equivalent to 0.1% of their annual base salary, pro-rated for FTE.

i. A Unit Member working in-person for each of the 30 student instructional days (Monday, Tuesday, Thursday, and Friday between April 12 and June 3) would receive a 3 % one-time payment (30 x 0.1%).

ii. Example: A full time Unit Member at Column VII, Step 24 who works in-person on 28 of the 30 student days would receive a one-time amount of $3,349.36 ($119,620 x 0.001 x 28).

b. Unit Members would receive the one-time amount as a lump sum on the regular June 30 payment.

3. All Bargaining Unit Members will be assigned to a working space that adheres to all health and safety guidelines outlined in this MOU, and are eligible for the additional payments.

Q. Miscellaneous and Other Provisions

1. The parties agree to continue to meet and negotiate changes to the hybrid learning instructional model as needed.

2. In the event that the State/County/District determine that schools can operate safely in a full in-person model, the district and SLTA will negotiate adjustments to the currently engaged model to adhere to the newly updated hygiene and safety protocols and adhere to the current Collective Bargaining Agreement and provide a 48 notice.

3. The San Leandro Unified School District and the San Leandro Teachers Association agree to extend the terms of the "Accompanying Dependent Children During Distance Learning" MOU to be in effect during Hybrid Learning through June 4, 2021. The requirements of the agreement shall remain the same, including completion of the "Release of Liability Form". The Unit Member and child/children shall not be required to socially distance, with child/children

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sitting at or near teacher desk while students are present in the room to allow for adequate space for students.

4. The In-Person Small Group Cohort Support MOU dated January 15, 2021, shall remain in full effect.

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

6. This MOU resolves the negotiable effects of impacts due to COVID-19 related changes in 2020-2021. The District and/or Association reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures in the 2020-21 school year. Any changes will be mutually agreed upon in writing.

7. The District and the Association agree to meet and discuss programmatic enhancements related to any additional funding from local, state, or federal sources.

8. This MOU shall expire in full without precedent on June 30, 2021, unless extended by mutual written agreement.

DocuSigned by:
Glenn Brodeur
837B4C428FF64C6...
For SLTA

3/26/2021
Date

DocuSigned by:
Kevin Collins
089BA23CA3A943B...
For SLUSD

3/26/2021
Date