MEMORANDUM OF UNDERSTANDING
BETWEEN
THE JEFFERSON SCHOOL DISTRICT
AND
JEFFERSON TEACHERS ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE 2020-2021 SCHOOL YEAR.

JULY 31, 2020

The JEFFERSON SCHOOL District ("District") and the JEFFERSON TEACHERS 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:

ARTICLE 1: DEFINITIONS

Section 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 outside learning spaces, and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus.

Section 1.02 "Cohort" – is a group of students that maintains social isolation and physical distancing. Cohorts are designed to remain stable and intact 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.

Section 1.03 "Face Coverings" – cloth face coverings or masks as recommended by federal, state, and local public health guidance.

Section 1.04 "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.)

Section 1.05 "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 respirators, face shields, neck guards, barriers, gloves, goggles, etc.

Section 1.06 "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.

ARTICLE 2: GENERAL CONDITIONS

Section 2.01 Unit members will be provided access to their classrooms beginning Monday, August 3, 2020, between the hours of 8:00 a.m. to 4:00 p.m. to voluntarily prepare classrooms if they choose to do so.

ARTICLE 3: HEALTH AND SAFETY

Section 3.01 In an effort to promote a safe workplace environment, the District will provide the following PPE and sanitation materials:

Section 3.02 Each unit member will be issued one (1) reusable cloth face mask and one (1) reusable face shield for their use.

(a) Face coverings are always required to be worn properly by all individuals on a school campus indoors or outdoors. This applies to all staff, all students in grades TK-8, all administrators, and any visitors on campus over two years of age.

(b) Face coverings shall not be required for students or staff if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist.

(c) For unit members and students who cannot wear a mask according to 3b, 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.

Section 3.03 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.

Section 3.04 Each classroom will have disinfectant cleaner available

(a) Teachers must take the Keenan training course Corona Virus: Cleaning and Disinfecting your Workplace prior to using them.

(b) At no time should teachers direct students to use the disinfectant.

(c) Gloves will be made available for those who wish to wear them when using the disinfectant.

Section 3.05 Unit members who have concerns regarding any PPE due to health restrictions should contact Human Resources for possible accommodations.

Section 3.06 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.

(a) All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering district sites and every time a classroom is entered.

(b) The District shall comply with the following hand washing requirements:

(i) Every room with a sink shall be stocked with soap, medically effective hand sanitizer, and paper towels.

(ii) Every classroom shall be provided medically effective hand sanitizer.

(iii) Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.

ARTICLE 4: DISTANCE LEARNING

Section 4.01 Unit members are expected to adhere to the attached Distance Learning/Hybrid Learning Expectations. Should any site within the District move to closure and Distance Learning the following considerations shall be made.

(a) All unit members will report to their classroom from 8:00 a.m. until 12:30 p.m. on all work days except Wednesdays. On Wednesdays, teachers may elect to work from home except for August 12, 2020.

(i) Minimum day activities traditionally held on Monday will be held on Wednesday afternoons, for a maximum of 60 minutes to be used for grade level PLC meetings or a maximum of 90 minutes one day per month for a combination of staff meeting and/or professional development. Professional development will include, but not be limited to, COVID 19/ Distance learning technology platform PD. PLC meetings will have a time of 2:30 – 3:30. Staff meeting/Professional development will have a time of 2:15 – 3:45. The district will still honor the 3 grading days in the 2020/2021 instruction calendar, but will move them to the corresponding Wednesday in lieu of PLC meetings.

(b) During Distance Learning, all meetings are to be held virtually until otherwise directed by the District.

(c) In addition to the option of working from home on Wednesdays, each unit member will be granted one (1) day per month during those months in which Distance Learning is in effect to be utilized in event of emergency as a work from home day. The unit member would not be deducted any leave using this day. This will be noted in Aesop through selecting the appropriate related code DL-home. These days are not cumulative (i.e. cannot be rolled over or held for future use). All aspects of Distance Learning as identified in item 4.01g below are still an expectation during a work from home day.

(d) During Distance Learning each unit member with an assigned AERIES roster shall take daily attendance for all students utilizing AERIES.

(e) During Distance Learning the timeframe of 11:45 a.m. to 12:30 pm (Preschool to 3rd grade) and 12:28 to 1:13 pm (4th-8th grade) shall be reserved solely for the purpose of meal distribution to all students. This forty-five minutes is included in the 7.5 hour workday, and should include the teacher's own lunch period.

(f) Each unit member shall maintain a weekly engagement record. Per Education Code 43503 each local educational agency shall ensure that a weekly engagement record is completed for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments. Daily participation may include, but is not limited to, live direct instruction, guided practice, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between employees of the local educational agency and pupils or parents or guardians.

(g) Classroom instruction, at minimum, will take place as follows:

(i) In accordance with the 2020-2021 CDE Minimum requirements for distance learning, TK – 3 will be holding a minimum of 195 minutes of daily live interactions, to include required ELD instruction, with students using Zoom. This time will be used for, but not limited to, taking attendance, assignment explanation, live teaching, or relationship building with students.

(ii) This live interaction must follow the District's TK – 3rd grade Daily Schedule for Distance Learning and Hybrid Learning Model. The remainder of the 7.5 hour day will be used for professional duties related to distance learning, which may include synchronous or asynchronous support; provision of ELD instruction; provision of physical education, art, or music activities; provision of designated IEP services; completion of student engagement records; as well as designated teacher prep.

(iii) For Music in the TK-5 self-contained setting, Music unit members shall work with site administration to develop a rotating schedule which focuses synchronous instruction on a single grade level per two-week time period during the duration of distance learning. Nonsynchronous instruction time should be used for preparation of video or other resources which can be shared with TK-5 unit members. Schedules shall be finalized by August 14, with instruction to begin August 17.

(iv) *In accordance with the 2020-2021 CDE Minimum requirements for distance learning, 4 - 8 grade teachers, will be holding a minimum of 230 minutes of daily live interactions, to include required ELD instruction, with students using Zoom. This time will be used for, but not limited to, taking attendance, assignment explanation, live teaching, or relationship building with students. The remainder of the 7.5 hour day will be used for professional duties related to distance learning, which may include synchronous or asynchronous support; completion of student engagement records; provision of ELD instruction; as well as provision of designated IEP services.*

1) When providing distance learning, academic content, classwork, independent work, assignments, projects, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level. Daily lesson plans, teacher-developed assessments, and instructional methodology used shall be at the discretion of the classroom teacher and shall be aligned to the District adopted curriculum. District and state assessments shall be implemented according to District and state guidelines.

Section 4.02 Unit members who have questions regarding eligibility for any leave should contact Human Resources as soon as possible. The parties agree that unit members who are unable to meet the expectations included in this MOU shall use any sick leave or personal necessity leave entitlement that they may be eligible for consistent with law and the parties' collective bargaining agreement. The parties agree that all collectively bargained leave provisions will remain in full effect for the duration of the pandemic. Eligible unit members will also be entitled to any COVID-19 Federal and/or State leave benefits (including Family First Coronavirus Relief Act FFCRA)

Section 4.03 In the event of a shelter in place order from Public Health and/or the Governor's Office during the instructional year, all unit members would be expected to report as usual (as stated in 4a) unless otherwise directed by the order. If unit members are prohibited from reporting, the District will seek guidance from Public Health in developing a schedule for unit member access to school sites between the hours of 8:00 a.m. and 4:00 p.m. as safety measures allow.

Section 4.04 In the event of moving from either full in person attendance or from hybrid model to distance learning, attendance and instruction will continue with students as noted in item 4 above. Upon returning to school from distance learning to full in person attendance or to a hybrid model unit members will be notified a minimum of three school days before a return to on-site instruction continues. Within the notification window, distance learning shall continue; however, the last day of the window shall be designated as time for site administration to meet with returning unit members for a maximum of 60 minutes, continued provision of Distance Learning to students, with the remainder of the time being unencumbered preparation time for the unit members.

ARTICLE 5: HYBRID LEARNING MODEL

Section 5.01 During the 2020-21 school year to address safety and health concerns arising out of the current COVID pandemic, student attendance shall follow alternate day scheduling. The five-day work week (Monday through Friday) for all bargaining unit members shall include four days in person instruction and one student distance learning day per week.

Section 5.02 For the time the state, county and/or local government agencies suggest maintaining the six feet of physical distancing for the health of its residents, the district may adopt a plan that allows for social distancing of the students assigned to a teacher-of-record's class roster to attend in-person learning two days per week as part of cohort Group A and for the other portion 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. The cohort A and B groups remain as a single class roster, not two separate and distinct rosters. Instruction with each cohort will take place as follows:

(a) Group A cohort shall attend in person learning on Mondays and Thursday of each week. A calendar will be created for weeks that do not have five student days so that half of the week's days will be assigned for cohort A to attend in person learning.

(b) Group B cohort shall attend in person learning on Tuesday and Friday of each week. A calendar will be created for weeks that do not have five student days so that half of the week's days will be assigned for Group B to attend in person learning.

(c) One day per week will be assigned for both Group A and Group B cohorts to receive distance learning so that Unit members may perform all professional duties for both the in-person and distance learning. Teachers will have the option to work from home on this day, including attendance at PLC meetings, professional development and staff meeting activities.

Section 5.03 Minimum day activities traditionally held on Monday will be held on Wednesday afternoons, for a maximum of 60 minutes to be used for grade level PLC meetings or a maximum of 90 minutes one day per month for a combination of staff meeting and/or professional development. Professional development will include, but not be limited to, COVID 19/ Distance learning technology platform PD. PLC meetings will have a time of 2:30 – 3:30. Staff meeting/Professional development will have a time of 2:15 – 3:45. The district will still honor the 3 grading days in the 2020/2021 instruction calendar, but will move them to the corresponding Wednesday in lieu of PLC meetings. In addition, on weeks that are fewer than 5 instructional days there will be no minimum day activities.

(a) Distance learning will be provided to all students on the class roster (both A and B cohorts) on the distance learning, no students present day (currently Wednesday), following the guidelines in Article 4 above.

(b) The remainder of the distance learning, no students present day will be unencumbered preparation time to be used in the following ways, including but not limited to: lesson plans, grading, IEP assessment, Keenan trainings, data entry, grade level collaboration, collaboration for IEP/504 students, preparation for distance learning and in-person learning, synchronous or asynchronous support, completion of student engagement records. Any reasonable responsibilities for preforming duties.

(c) To the extent possible, IEP/504 meetings will not be scheduled on non-student days.

(d) Teachers of PE, band, and other specialty classes shall also follow the hybrid schedule and collaborate with site administration to develop and implement COVID safety measures for these specialized classes.

Section 5.04 When providing distance learning, academic content, classwork, independent work, assignments, projects, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level. Daily lesson plans, teacher-developed assessments, and instructional methodology used shall be at the discretion of the classroom teacher and shall be aligned to the District adopted curriculum. District and state assessments shall be implemented according to District and state guidelines.

Section 5.05 When providing daily instructional minutes in a hybrid model, any in-person learning student schedule and any distance learning student schedule shall occur within the bargaining unit member's 7.5 hour workday.

ARTICLE 6: PHYSICAL DISTANCING

Section 6.01 The district shall implement a hybrid schedule to ensure compliance with county public health physical distancing guidelines related to maximizing classroom space between student seating/desks and between student and staff desks.

Section 6.02 Physical distancing will be maintained to the extent practicable between students, between staff and students, and between all staff during their lunch.

Section 6.03 Any changes in county, state or federal law/mandates supersedes the language in this MOU.

Section 6.04 This MOU shall expire June 30, 2021, and may be extended by mutual agreement of the parties.

Nothing in this MOU shall be construed as establishing past practice or precedent.

Agreed to on this 31st day of July 2020, in Tracy, California.

For the District:

James W. Bridges, Ed.D., Superintendent _____

Nancie Castro, Director of Human Resources _____

Dena Whittington, Chief Business Officer _____

Dated: 7/31/2020

For the Association:

Jeniene Cruz, JTA Representative _____

Jennifer Gates, JTA Representative _____

Anne Corbiser, JTA Representative _____

Patti Cannon, JTA Representative _____

Dated: _____

JEFFERSON SCHOOL DISTRICT

Distance Learning/Hybrid Learning Expectations 2020/2021

General Expectations

1. All teachers will report to their classroom following the MOU between JTA and JSD regarding the COVID-19 pandemic and school opening during the 2020-2021 school year.
2. District assessments will be administered at the beginning of the school year to identify learning loss due to COVID-19 school closures and identify students needing additional support. Implement JSD Learning Loss Assessment and Intervention Plan.
3. Lessons should focus on new learning after learning loss for 2019/2020 has been addressed. Focus on the Essential Standards.
4. Use online resources included in the adopted curriculum.
5. Teachers must provide the minimum state required instructional minutes per day.
    a. Live Instruction in all Core subject areas (Recorded/Posted for Ind. Study/Absent Students)
    b. Guided/Independent practice
    c. Checking For Understanding
    d. Assessments
    e. Whole class meetings/Email/Chat sessions
    f. Office hours
6. Teachers will communicate daily assignments through Google Classroom. Administrators need to be included in each Google Classroom as a student or co-teacher. Teachers may use an additional source if they choose to communicate with families. (IE. Email, Remind, ClassDoJo, Aeries Communication, or Classroom Website.)
7. Focus on active learning
    a. To engage students who are not in the room during a lesson, teachers should consider creating a mix of:
        i. Robust discussions
        ii. Collaborative work
        iii. Video and audio clips
        iv. Hands-on exercises
        v. Individual work time
        vi. Partner students (One from the A Group and One from the B Group)
8. Chunk assignments in short sessions to keep students engaged
9. Create smaller groups
    a. Build group assignments to foster the online community
10. Respond to parent and student emails during regular school hours the same day if possible, the next work day at minimum.
11. Parents need to be included in communication with students (Google Classroom Link)
12. Office hours should be drop in or scheduled
13. Grade levels should work as a team to share the workload, provide consistent instruction, and create more digital content.
14. Resource/SDC teachers should be added as a student or co-teacher to all classrooms
15. Speech Team District Wide DIS
16. Psych Team Behavior and Counseling- District Wide DIS
17. OT Student Specific Services and Teacher consultation
18. Attend legally required meetings such as 504 and IEP meetings via zoom
19. Work with the school site to establish library times and procedures

PreSchool - 3rd Grade

1. Synchronous (Live) Instruction will follow a set schedule
2. Meet the minimum instructional minutes per day as follows:
    a. TK-3rd: 3 hours and 50 minutes
3. Each Learning Block should consist of:
    a. Live direct instruction (Needs to be recorded and posted)
    b. Live Guided Practice for each lesson
    c. Independent Practice
    d. Checking for Understanding
    e. Assessment of Academic Progress as needed
4. Use Google Classroom (Required) to Provide daily assignments.
    a. Daily Agenda
        i. GoMath
        ii. Wonders
        iii. World of Wonders (Preschool/TK)
        iv. Teacher recorded lectures/demonstrations (Screencastify: Doc Cameras/Phone on Tripod)
    b. Weekly Agenda
        i. Science
        ii. TCI Social Studies
        iii. Physical Education (Asynchronous assignments with a parent learning log)
        iv. Music
        v. Second Step
5. Guided/Independent Practice for each lesson
6. Check for Understanding for during each lesson
7. Collect and review classwork regularly
8. Independent Practice should take the place of homework
9. Provide Weekly Assessment and Report Progress on Completing Work. This should be done through Google Classroom or SeeSaw.
10. Grading should be based on the traditional grading model.
11. Take attendance in Aeries during the morning check in time and track attendance/participation in other live sessions daily
12. Monitor student engagement and participation and report lack of engagement/participation to the parent. If this doesn't improve it should be reported to the school site administrator to develop a Rengagement Plan
13. Provide accommodations/modifications following the IEP/504
14. Provide optional extension activities for GATE students
15. Host Daily Drop In Independent Practice time for Students (30 minutes) on Zoom - 10:30 - 11:45 pm daily.
16. Meet with parents through Zoom as necessary

4th - 8th Grades

1. Synchronous (Live) Instruction will follow a bell schedule
2. Teachers need to meet the minimum instructional minutes per day as follows:
    a. 4 hours
3. Instructional Minutes should include:
    a. Live direct instruction (Needs to be recorded and posted)
    b. Live Guided Practice for each lesson
    c. Independent Practice
    d. Checking for Understanding
    e. Assessment of Academic Progress as needed
4. Use Google Classroom (Required) to Provide daily assignments
    a. GoMath
    b. Wonders / SpringBoard
    c. TCI / National Geographic
    d. Mystery Science / OpenSciEd and StemScopes
        i. Teen Talk curriculum plan for 2020-2021 TBD for both 7th and 8th grade
    e. Teacher recorded lectures/demonstrations (Screencastify: Doc Cameras/Phone on Tripod)
5. Collect and review classwork regularly
6. Independent Practice should take the place of homework
7. Provide Weekly Assessment and Report Progress on Completing Work. This should be done through Aeries.
8. Grading should be based on the traditional grading model.
9. Take period attendance in Aeries
10. Monitor student engagement and participation and report lack of engagement/participation to the parent. If this doesn't improve it should be reported to the school site administrator to develop a Rengagement Plan
11. Provide accommodations/modifications following the IEP/504
12. Provide optional extension activities for GATE students
13. Provide Second Step Lessons through Physical Education
14. Host Daily Drop In Independent Practice time for Students (30 minutes) on Zoom or Google Meet - 1:45 - 2:15 pm daily except on Wednesdays when it will be 1:30 - 2:00 pm.
15. Meet with parents through Zoom as necessary

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE JEFFERSON SCHOOL DISTRICT
AND
JEFFERSON TEACHERS ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE 2020-2021 SCHOOL YEAR AMMENDMENT ONE

August 7, 2020

The JEFFERSON SCHOOL District ("District") and the JEFFERSON TEACHERS 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 the Jefferson Virtual Academy (JVA)

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:

ARTICLE 1: JVA STIPENDS

Section 1.01 First Consideration shall be given to unit members who submitted a request, based on the following criteria

(a) The needs and efficient operation of the district.
(b) The Qualifications, including recent training, of the unit member compared to those of other candidates.
(c) Certification requirements.
(d) Seniority in the district.

Section 1.02 First right to JVA assignments should be made to unit members. If there are not enough unit members for the number of JVA assignments, the District may assign these assignments to any JSD staff member holding a valid California preliminary or clear teaching credential.

Section 1.03 Acceptance of JVA assignments shall be voluntary and no unit member should be assigned more than 5 JVA students.

Section 1.04 Every effort will be made to assign unit members JVA students in the same grade level.

Section 1.05 Unit members will receive a $150 per month stipend for each JVA student that they facilitate the learning for.

Section 1.06 Unit members shall complete all work related to facilitating the learning of JVA students outside the contract day which is 8:00 a.m. and concludes at 3:30 p.m.

This MOU shall expire June 30, 2021, and may be extended by mutual agreement of the parties.

Nothing in this MOU shall be construed as establishing past practice or precedent.

Agreed to on this 7th day of August 2020, in Tracy, California.

For the District:

James W. Bridges, Ed.D., Superintendent _____

Nancie Castro, Director of Human Resources _____

Dena Whittington, Chief Business Officer _____

Dated: _____

For the Association:

Jeniene Cruz, JTA Representative _____

Jennifer Gates, JTA Representative _____

Anne Corbiser, JTA Representative _____

Patti Cannon, JTA Representative _____

Dated: _____