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
AMENDMENT TWO

January 21, 2021

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.

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: COVID Prevention Program

Section 1.01 During the 2020-21 school year to address safety and health concerns arising out of the current COVID pandemic, the District has developed the COVID Prevention Program (CPP) in consultation with the Association.

Section 1.02 Jefferson School District has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

Section 1.03 All employees are responsible for using safe work practices, following all directives, policies and procedures, and assisting in maintaining a safe work environment.

ARTICLE 2: Distance Learning Home Days

Section 2.01 The District and Association agree that the use of "DL-Home" days expired on December 18, 2020.

ARTICLE 3: Hybrid Model (Distance Learning and In-Person Learning)

Article 5 of the MOU dated July 31, 2020 is replaced in totality by this article to reflect the Hybrid model the District is putting in effect when students return to in-person learning.

Section 3.01 During the 2020-21 school year to address safety and health concerns arising out of the current COVID pandemic, student attendance shall follow alternate schedules when State and Local Health Officials deem it safe for students to return to in-person instruction. The five-day work week (Monday through Friday) for all bargaining unit members shall include five days in person instruction following contract hours of 8:00 am to 3:30 pm (7.5-hour day). Employees will be working on campus for all work hours each day.

Section 3.02 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 on a reduced schedule and receive the remaining instructional minutes asynchronously (Cohort A). Cohort B will be made up of students on full Distance Learning receiving both synchronous and asynchronous instruction daily. 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) TK-3 Grade: Cohort A students will attend school in-person five days a week from 8:15 am to 10:45 am. From 11:45 am to 1:20 pm students will work independently at home (asynchronously). Cohort B students will continue their current Distance Learning model with an adjusted bell schedule. Students will work independently (asynchronous) in the morning (8:15 am to 9:50 am) and will attend virtual class via Zoom (synchronously) 11:45 am to 2:15 pm.

(b) 4-8th Grade: Cohort A students will attend class in-person five days a week following the current Distance Learning bell schedule (8:25 to 12:28 pm). Cohort B students will attend class virtually via Zoom following their current Distance Learning bell schedule (8:25 to 12:28 pm). All students will participate in Independent Practice (asynchronously) via Zoom after 1:30 pm. Class groupings are going to be adjusted to make some periods of the day Distance Learning exclusively while other classes will be in-person only. This will allow teachers to focus on students in the classroom or via Zoom and not both at the same time. Students enrolled in Advanced Math at Jefferson will attend in-person and Hawkins/Traina students will attend via Distance Learning.

Section 3.03 Minimum day activities traditionally held on Monday will be suspended for the remainder of the school year once the Hybrid Model begins. Staff are still encouraged to continue planning instruction together. Staff meetings will be held Mondays from 2:45 pm to 3:45 pm. The District will still honor the 3 grading days in the 2020/2021 instruction calendar, but will move them to the corresponding Monday.

(a) 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 3.04 When providing a hybrid model, 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 3.05 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.

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 21st day of January 2021, 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: _____