# Memorandum of Understanding <br> Between <br> the Vacaville Unified School District <br> and <br> the Vacaville Teachers Association 

## Reopening for Red/Orange Tiers MOU

This MOU shall go into effect immediately and shall sunset on June 30, 2021, with both parties agreeing that as conditions change and/or the COVID-19 pandemic continues beyond June 30, 2021, the parties agree to meet to extend and/or modify this MOU at any time.

Nothing in this MOU shall supersede the collective bargaining agreement, unless otherwise stated.

VUSD and VTA jointly agree that the safety of all students and their families, staff and their families, and the community we serve is the most important feature of any plan to return to in-person instruction. To prevent and slow the transmission of COVID-19, the District shall take a multi-layered approach in its safety protocols. All safety measures in this agreement shall be put into place before any reopening for in-person instruction occurs.

## COVID Testing for Staff:

It is strongly encouraged that all unit members test for COVID-19 within a week before in-person instruction.

The District highly recommends COVID-19 testing for all unit members providing in-person learning every eight weeks. The District shall promote a testing schedule for unit members. Unit members may get testing through free county testing sites and/or their own health providers. Unit members may schedule their test during their non-instructional workday without having to take leave.

If, after reopening a grade level/small cohort, in the Red/Orange Tier, then the county moves backwards (orange to red OR red to purple), the District shall promote a testing schedule that increases the frequency of testing unit members to at least every four weeks.

## Exposure Protocols:

Unit members shall be informed of any positive COVID-19 case (student and/or staff) at their worksite.

As part of the outbreak management, the District shall implement the following strategy (subject to change based upon updates to CDC and LHAS guidance):

| Symptomatic Positive <br> Individuals with symptoms who <br> are laboratory confirmed to <br> have COVID-19 | At least 1 day (24 hours) have passed since recovery, <br> defined as resolution of fever without the use of <br> fever-reducing medications and improvement in <br> symptoms (e.g. cough, shortness of breath); and, at least <br> 10 days have passed since symptoms first appeared |
| :--- | :--- |
| Asymptomatic Positive <br> Individuals who never had <br> symptoms and are laboratory <br> confirmed to have COVID-19 | A minimum of 10 days have passed since the date of their <br> first positive COVID-19 test. If they develop symptoms, <br> then the criteria for laboratory-confirmed cases with <br> symptoms apply. |
| Symptomatic Negative <br> Individuals who had symptoms <br> of COVID-19, but test results <br> returned negative | Use the same criteria for return to work/school as <br> laboratory-confirmed cases. |
| Asymptomatic Negative <br> Individuals who never had <br> symptoms, but were tested <br> due to close contact with a <br> laboratory-confirmed <br> case-patient and were negative | Individuals should quarantine at home for 14 days after <br> the last known close contact with the case-patient. <br> Symptoms can develop even after testing negative within <br> the 14 days after exposure. |
| Symptomatic Untested <br> Individuals who had symptoms <br> of COVID-19 but were not <br> tested | Testing is highly recommended. If the individual cannot <br> be tested, use the same criteria for return to work/school <br> as laboratory-confirmed cases. |


| Asymptomatic Untested <br> Individuals who had close <br> contact with a <br> laboratory-confirmed case <br> patient at work, home, or in <br> the community and do not <br> have symptoms. <br> OR | Individuals should be quarantined at home for 14 days <br> after the last known contact with the case patient. |
| :--- | :--- |
| Individuals who refuse or are <br> unable to be tested after close <br> contact with a <br> laboratory-confirmed case, <br> despite a recommendation for <br> testing, from the local health <br> department (LHD) or <br> healthcare provider, and do not | Individuals who develop symptoms of COVID-19 while in <br> quarantine should contact their healthcare provider. Even <br> if they are not tested, the same criteria for return to <br> work/school should be used as laboratory-confirmed <br> have symptoms |

A contact is defined as a person who is less than six feet from a case for greater than fifteen minutes (cumulative within a twenty-four hour period per CDC). In some school situations, it may be difficult to determine whether individuals have met this criterion and an entire cohort, classroom, or other group may need to be considered exposed, particularly if people have spent time together indoors. A cohort is a stable group with fixed membership that stays together for all courses and activities (e.g. lunch, recess, etc.) and avoids contact with other persons or cohorts.

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 officials. All persons who may have come in close 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. If school closure is recommended by the local public health department, the District and Association shall immediately bargain the impact and effects of the closure.

## School/District Closures related to COVID19:

Individual school closures (and revert to 100\% distance learning) if any one of the following criteria is met at a unit member's worksite:
$-25 \%$ of the in-person classrooms at a elementary site have been quarantined at a time
$-25 \%$ of the in-person staff at a secondary school have been quarantined at a time
$-5 \%$ of the individuals (students and staff) at any site have tested positive for COVID-19 within a 14-day period.

The District has the discretion to close any school (and revert to 100\% distance learning) before any of the above criteria are met.

Individual schools may reopen fourteen calendar days after closure and all of the following has occurred:
-Cleaning and disinfection of the school
-Public health investigation, if applicable

The District shall close all schools (and revert to $100 \%$ distance learning) if $25 \%$ or more schools have closed due to COVID-19 within a 14-day period. The District has the discretion to close schools (and revert to $100 \%$ distance learning) before this criterion is met. The District may reopen after 14 days as long as cleaning and disinfection of all schools and worksites have been completed.

## Symptom Screening:

The District shall develop screening protocols for all students and visitors for symptoms daily upon entering school, which may include temperature checks via no touch thermometers and visual screening. Unit members, other than nurses, shall not be required to screen any other employee, visitor and students not on their roster.

Unit members shall do a visual screening of the students on their roster, but shall not be required to take student temperatures.

The District shall require all parents/guardians to screen their children for symptoms daily before entering a school campus.

Unit members shall be trained on how to do visual checks of students for symptoms. The District shall provide written protocols to each unit member for how to report a student's symptoms.

Unit members should self-monitor for symptoms and shall not report to their worksite if sick.
Visitors with any symptom consistent with COVID-19 shall be denied entry.
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.

## Use of Face Coverings:

The District shall require the use of facial coverings ("masks") for all persons ages 2 and up, including staff, students and visitors, on all worksites. Individuals who cannot wear a mask because of a verified documented health issue shall instead be required to wear a face shield. Masks and face shields may not be required for those with medical apparatus which prevents or obstructs the use of the apparatus.

For unit members who work in the same workspace with another person (staff and/or student) who has a face mask exemption, the District shall provide N-95 respirators, or similar, upon request from the unit member, pending vendor availability.

The District shall provide facial coverings for all unit members, immediately upon request.
Nurses and other unit members that work closely with individuals who are sick at the worksite with COVID-like symptoms and those unit members with high numbers of daily workplace contacts shall be provided N -95 respirators.

## Personal Protective Equipment (PPE)/Cleaning Supplies:

Unit members shall be provided adequate personal protective equipment (PPE) while at their worksite, including, but not limited to, face coverings, gloves, disinfecting supplies, handwashing supplies and hand sanitizer.

Sanitizing supplies shall be made available to all unit members for their workspaces. Unit members shall not be expected to do daily cleaning of student desks, unless medically necessary if a desk has been already used by another student. Unit members may be asked to clean shared tools, after individual use, in classrooms and workspaces (i.e., class sets of calculators, RISO machines, etc.). The District shall provide school supplies for each student to have their own set of learning tools, as feasible.

## Handwashing/Hand Sanitizing:

At minimum, the District shall comply with the following hand washing logistical requirements:
a) every room with a sink shall be stocked with soap and paper towels
b) every classroom shall be provided hand sanitizer;
c) non-classroom workspaces shall be provided hand sanitizer;
d) 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 work day.

Students, employees, and visitors shall be required to wash their hands or use hand sanitizer each time a classroom (and other spaces where students are present) is entered.

## Physical Distancing/Barriers:

The District shall ensure minimum physical distancing of six (6) feet between unit member and student workspaces, and between employee workspaces.

Unit members, upon request, shall receive site administration (or designee) assistance for room arrangements to achieve six-foot physical distancing minimums.

The District shall implement policies that limit the amount of visitors (non-staff and non-students) on school campuses. IEP, 504 and SST meetings, and any parent-teacher conferences shall be held virtually.

Unit members attending any meetings (faculty, committee, collaboration, etc.) and trainings shall have the option to attend those meetings virtually. Any in-person gathering of unit members must provide for physically distancing of at least six (6) feet.

Unit members shall not be required to supervise students at lunch, especially in their own classrooms, and/or during passing periods.

## Cleaning of Workspaces:

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.

Classrooms (except for FA, TAP, PERL, SCIL) shall be provided at least the number of student desks/seats needed for the total number of students on the teacher's roster. This will ensure that desks will not be shared by elementary students during the course of one school day. Secondary teachers with three sets of students during the course of one day, shall seat students from the first class and the last class in the same desks, allowing for almost two hours before a desk is reused.

Shared work spaces and equipment (copy machine rooms, break rooms, staff lounges, etc.) shall be disinfected daily when any unit members are required to be on their worksite(s). Unit members who share computers with others shall be provided at least their own keyboard and mouse for individual use and extra PPE supplies. Unit members who are required to use more than one workspace with students shall be provided secure storage for their materials easily accessible to each workspace.

## HVAC Systems and Air Quality:

The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour and open outdoor air dampers to maximum as indoor and outdoor conditions safely permit. Air filters shall be the highest MERV rating allowed for the HVAC unit and changed at recommended intervals.

The District shall provide VTA, upon request, maintenance logs for any HVAC unit at any district worksite.

Portables, isolation rooms, and/or other rooms without adequate central HVAC (less than MERV 13) shall be equipped with HEPA air purifiers.

## Small Cohorts:

Elementary classes shall remain in small cohorts, limiting mixing with other cohorts (for interventions and support services only) during the in-person instructional day. Unit members providing RTI, SPED services, excluding self-contained SAI, and EL services shall determine their schedule of providing services, in consultation with their supervisor, and shall determine whether or not the services are provided in-person or virtually. Unit members providing these services shall make reasonable effort to not pull students for services within the in-person instructional time.

## Starting Dates for In-Person Instruction by grade level (Subject to change, depending on county tier):

November 16, 2020: Some SPED classes (FA, TAP, PERL, SDC Elementary)
December 1, 2020: Pre-school, TK, K, 1st grade, 2nd grade
January 4, 2021: 3rd through 12th grades
If the county goes back into the purple tier before a grade level is reopened, then that grade level shall stay at $100 \%$ distance learning, except for self-contained special education classes (FA, TAP, PERL, SCIL, SDC). If the county goes back into the red tier (from purple), the District may return to in-person instruction after three weeks in the red tier.

## First Trimester Report Card/Fall Elementary Parent Conferences:

First Trimester Elementary Report Cards shall be due for unit members on November 17, 2020 by the end of their duty day.

Fall Elementary Conferences may be conducted as needed, as determined by the teacher or by parent request.

November 9 and 10, 2020: minimum synchronous instruction only, no targeted instruction, no office hours/RTI (for those teachers providing their own RTI)

November 12, 13, and 16, 2020: minimum synchronous instruction only, no targeted instruction, no office hours/RTI (for those teachers providing their own RTI), parent conference time

## Transition Time for Unit Members:

Unit members returning to in-person instruction shall have one week of transition time to ready their classrooms/workspaces for in-person instruction.

This transition week shall include: only the minimum synchronous instruction minutes as outlined in the Phase 1 (distance learning) MOU, no office hours required of any teacher, and at least four hours of preparation time per teacher per day. There shall be no Wednesday collaboration time and no scheduled parent conferences. No staff meetings shall be held after the duty day during the transition week, but two sixty minute (or less) staff meetings may be held during the duty day that solely focuses on procedures for reopening. Ten minutes of each staff meeting shall be designated for VTA time on the agenda.

## Elementary Template Schedule:

The starting and ending times for each school site may deviate from 8:30am-3:30pm, but the time allotted for each portion of the schedule shall not change.

Hybrid 50\% Teacher Template Schedule (Grades TK, K, 1, 2, 3, 4, 5 \& 6 (not Sierra Vista 6))


The District shall provide asynchronous learning resources and lessons for Science, Art and Social Studies for TK-6. Some asynchronous learning resources and lessons for Music may be provided. Classroom teachers shall be responsible for delivery and assessment (if appropriate) of these lessons.

## Elementary Instructional Minutes:

Synchronous and Asynchronous instructional minutes (total of the two types) shall meet the minimum requirements as follows:
TK-K students: 180 minutes per day
Grades 1-2 students: 230 minutes per day
Grades 3-6 students: 240 minutes per day

The District and VTA agree to collaborate on any change to the tracking system for attendance and/or instructional minutes for elementary.

## 100\% Distance Learning Students (Elementary):

The classroom teacher that is teaching in-person classes shall not be required to teach $100 \%$ distance learning students, unless teacher consent and VTA approval. All provisions of the Phase 1 MOU shall be maintained for those unit members providing 100\% Distance Learning.

The District shall make reasonable effort to mitigate the number of combination classes for $100 \%$ distance learning classes, including, but not limited to, combining distance learning classes between schools.

Students Changing Instruction Delivery (100\% Distance Learning vs. In-Person Instruction):
The District shall limit students changing from one type of instruction to another to a single one-week time period no less than after every three weeks of instruction. In emergency situations only, students may be moved to $100 \%$ distance learning at any time.

## Short-Term Independent Study Students (Elementary):

The classroom teacher that is teaching in-person classes shall not be responsible for providing 100\% distance learning for those students on their roster that go out on short-term independent study for any reason. Short-term independent study packets/assignments will continue as past practice.

## Elementary PE teachers responsibilities:

Teachers that are assigned as Elementary Physical Education teachers shall be responsible for (within the scope of their duty day):
-Be present on campus
-Asynchronous PE Lessons and Resources for classroom teachers
-Provide Live Zoom PE lessons during student asynchronous time
-Monitoring students on campus (entering, during symptom screening, eating on campus, recess, etc.)
-Substitute teachers (partial or full day)
-Following up with disengaged students in 100\% distance learning and/or asynchronous learning -Support for assessments or interventions (as directed by principals)

Elementary Physical Education teachers shall have the same amount of preparation time per week and collaboration time as the in-person classroom teachers. The site principal and the elementary physical education teacher shall mutually agree on a work schedule.

Secondary Schedule (red tier):
Hybrid 25\% Teacher Schedule (Grades 7, 8, 9, 10, 11, 12 and Sierra Vista 6): Starting January 2021
Quasimester System: 3rd quarter Period 1, 3, 5/4th quarter Periods 2, 4, 6

| Monday | Tuesday | Wednesday <br> Unit Members not required to be on their worksite | Thursday | Friday |
| :---: | :---: | :---: | :---: | :---: |
| Student Group A in person <br> Period 1/2: <br> 8:30am-10:00am <br> Break: <br> 10:00am-10:10am <br> Period 3/4: <br> 10:10am-11:40am <br> Break: <br> 11:40am-11:50am <br> Period 5/6: <br> 11:50am-1:20pm <br> Student Group B,C,D <br> at home <br> Each class period: <br> -5 minutes transition <br> -45 minutes Zoom <br> with whole class <br> -40 minutes academic instruction with <br> Group A <br> 1:30pm-2:00pm <br> LUNCH <br> 2:00pm-2:45pm <br> Drop In Zoom Help <br> 2:45-3:30pm: Teacher <br> Prep <br> OR <br> Teacher Prep: <br> 2:00pm-3:30pm | Student Group B in person <br> Period 1/2: <br> 8:30am-10:00am <br> Break: <br> 10:00am-10:10am <br> Period 3/4: <br> 10:10am-11:40am <br> Break: <br> 11:40am-11:50am <br> Period 5/6: <br> 11:50am-1:20pm <br> Student Group A,C,D <br> at home <br> Each class period: <br> -5 minutes transition <br> -45 minutes Zoom <br> with whole class <br> -40 minutes academic instruction with <br> Group B <br> 1:30pm-2:00pm <br> LUNCH <br> 2:00pm-2:45pm <br> Drop In Zoom Help <br> 2:45-3:30pm: Teacher <br> Prep <br> OR <br> Teacher Prep: <br> 2:00pm-3:30pm | ALL CLASS Live Zoom instruction <br> Period 1/2: <br> 8:30am-9:15am <br> BREAK: <br> 9:15am-9:25am <br> Period 3/4: <br> 9:25am-10:1am <br> BREAK: <br> 10:10am-10:20am <br> Period 5/6: <br> 10:20am-11:05 am <br> 11:15am-12:00pm <br> Drop In Zoom Help <br> 12:00pm-12:30pm <br> LUNCH <br> 12:30pm-2:00pm <br> Teacher Prep <br> 2:00pm-3:30pm <br> Teacher Collaboration <br> Time | Student Group C in <br> person <br> Period 1/2: <br> 8:30am-10:00am <br> Break: <br> 10:00am-10:10am <br> Period 3/4: <br> 10:10am-11:40am <br> Break: <br> 11:40am-11:50am <br> Period 5/6: <br> 11:50am-1:20pm <br> Student Group A,B,D <br> at home <br> Each class period: <br> -5 minutes transition <br> -45 minutes Zoom <br> with whole class <br> -40 minutes academic instruction with Group C <br> 1:30pm-2:00pm <br> LUNCH <br> 2:00pm-2:45pm <br> Drop In Zoom Help <br> 2:45-3:30pm: Teacher <br> Prep <br> OR <br> Teacher Prep: <br> 2:00pm-3:30pm | Student Group D in person <br> Period 1/2: <br> 8:30am-10:00am <br> Break: <br> 10:00am-10:10am <br> Period 3/4: <br> 10:10am-11:40am <br> Break: <br> 11:40am-11:50am <br> Period 5/6: <br> 11:50am-1:20pm <br> Student Group A,B,C <br> at home <br> Each class period: <br> -5 minutes transition <br> -45 minutes Zoom <br> with whole class <br> -40 minutes academic instruction with <br> Group D <br> 1:30pm-2:00pm <br> LUNCH <br> 2:00pm-2:45pm <br> Drop In Zoom Help <br> 2:45-3:30pm: Teacher <br> Prep <br> OR <br> Teacher Prep: <br> 2:00pm-3:30pm |

The District and VTA agree to bargain any change in schedule related to the county tier being Orange.

Synchronous and Asynchronous instructional minutes (total of the two types) shall meet the minimum requirements as follows:
Sierra Vista 6, All 7-12 students: 240 minutes per day/80 minutes per teacher per day

The District and VTA agree to collaborate on any change to the tracking system for attendance and/or instructional minutes for secondary.

Grievance Timelines related to Safety Only for this MOU:
11.1.4 Within three (3) days after occurrence of the act or omission giving rise to the grievance, involving safety due to COVID-19, the grievant must present the grievance to his/her immediate supervisor.

### 11.4 Procedures

11.4.1 Level One. Within three (3) days after the occurrence of the act or omission giving rise to the grievance, involving safety due to COVID-19, unless a matter of immediate safety, then within forty-eight hours, the grievant will discuss the grievance with his/her immediate supervisor, with the objective of resolving the matter informally. If not resolved, grievant may seek the advice of the designated Grievance Representative. The safest protocols for the unit member shall be implemented until the grievance is resolved.
11.4.2 Level Two. If the grievant is not satisfied with the disposition of the grievance at Level One of the discussion he/she may file the grievance, in writing, simultaneously with the president of the Association and the Assistant Superintendent of Human Resources within three (3) days or 48 hours if a matter of immediate safety, after the disposition of the grievance at Level One.

Within three (3) days or 48 hours if a matter of immediate safety after receipt of the written grievance by the Assistant Superintendent of Human Resources, the Assistant Superintendent of Human Resources will meet with the grievant and a representative of the Association in an effort to resolve it and will submit a written and/or verbal decision to the grievant within three (3) days or 48 hours if matter of immediate safety of said meeting.
11.4.3 Level Three. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no written decision has been rendered within 48-72 hours after the grievance hearing with the Assistant Superintendent of Human Resources, the grievant may, within three (3) days or 48 hours if matter of immediate safety, request, in writing, that the Association submit the grievance to the Superintendent (who shall notify the Board).

Within 48-72 hours after receipt of the written grievance to the Superintendent, the Superintendent will meet with the grievant and a representative of the Association in an effort to resolve it and will submit a written and/or verbal decision to the grievant and the Board within 48-72 hours of said meeting.
11.4.4 LevelFour. If the grievant is not satisfied with the disposition of his/her grievance at Level Three, or if no written decision has been rendered within 24-48-hours after the grievance hearing with the Superintendent, the grievant may, within 24-48-hours, request, in writing, that the Association-submit the grievance to the Board. If the Association decides to submit the grievance to the Board, it shall be submitted within 24-48-hours. The Board-shall, within 24-48 hours after receipt of the written grievance, meet with the grievant and a representative of the Association in closed session in an effort to resolve it and will submit a written and/or verbal decision to the grievant within 24-48 hours of said meeting.
11.4.4 Level Four. Arbitration. In the event that the grievant is not satisfied with the decision at Level Three, he/she may, within three (3) days of receipt of the written and/or verbal decision of the Superintendent (with Board knowledge), request of the District that the grievance be submitted to a neutral arbitrator. Such requests must be in writing and be accompanied by a written statement from the Association agreeing to take the grievance to arbitration. If no agreement can be reached on a mutually acceptable arbitrator within three (3) days after the written request is made, the District and the Association shall jointly request that the American Arbitration Association supply a listing of names pursuant to its Rules. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply in this step. Any award of the arbitrator shall be binding on the grievant, the Association and the District. It shall be the function of the arbitrator to make an award, if necessary, which will resolve the grievance. The arbitrator shall be subject to the following limitations:
(no further changes to Article 11.4.4 (Article 11.4.5 in the CBA)

## Substitutes:

The District shall make reasonable effort to provide substitutes, including, but not limited to, the following:
-training substitutes for $100 \%$ distance learning and in-person instruction (including safety protocols)
-non-classroom teacher unit members (except for those that provide SPED services) shall be used in substitute emergencies before requiring classroom teachers to substitute in-person for another teacher
-whenever possible, site administration shall be used in substitute emergencies before requiring classroom teachers to substitute in-person for another teacher
-those unit members that are verified high-risk for COVID19 shall not be required to substitute for in-person classes
-secondary unit members (who have been identified high-risk for COVID19 through the Interactive Process) may be designated as virtual substitutes

## Secondary Band, Choir and Theater Classes:

As conditions permit, secondary band, choir and theater classes shall be conducted outside. If not feasible, indoor classes may be held but with additional physical distancing (at least twelve feet between students and teachers). Additional PPE, such as instrument-specific coverings or music-specific face masks, shall be used, wherever possible.

## Miscellaneous:

The District and VTA shall mutually agree on any 2020-2021 calendar adjustments related to schedules, holidays, etc. when they arise.

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