Memorandum of Understanding
Between
Albany Teachers Association
And
Albany Unified School District
Regarding Full Remote Instruction during COVID-19
August 17, 2020

This memorandum is agreed between Albany Unified School District (“District”) and the Albany Teachers Association (“ATA”) agree to the following Memorandum of Understanding (“MOU”) regarding full remote instruction for the 2020-2021 school year in light of the novel coronavirus (“COVID-19”) pandemic per the Governor of California’s orders on July 17, 2020 and the “California Department of Public Health’s Covid-19 and Re-opening In-Person Learning Framework for K-12 Schools in California, 2020-2021 school year” guidelines.

The District and ATA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

The District and ATA recognize that our State, Nation, and local communities are experiencing extraordinary events in the challenge to contain the spread of the COVID-19 virus. DISTRICT and ATA also recognize that efforts to contain the spread of the COVID-19 virus by local, State and Federal authorities are ongoing, and evolving.

The District and ATA will abide by all State and Federal guidelines/mandates concerning quarantines, social distancing, and shelter in place orders. This Agreement reflects the parties’ understanding of Federal, State and local recommendations and mandates to date, and that upon further mandates and recommendations by State, local and/or Federal authorities, the parties will endeavor to renegotiate the terms of this MOU in good faith, with the aim of assisting in containing the ongoing pandemic while continuing to provide educational services to our students and communities as required by local, State and Federal authorities.

To promote public health and safety and to reduce the negative financial impacts on employees the parties have agreed on the following:

District Management shall notify ATA President(s) of any developments related to the COVID-19 pandemic that pertain to ATA bargaining members as soon as practicable.
1) It is accordingly determined that due to current safety guidelines, a move to full remote instruction is necessary at the time that this agreement is signed and will remain in effect for at least the first 35 student days of the current school year and until the District meets the local and State indicator requirements whichever is more restrictive, to resume in person instruction. It is the mutual interest of both parties to address the recommendations of public health officials in order to prevent the spread of illness arising from COVID-19.

**Adherence to Health Guidelines**

- The District shall adhere to the COVID-19 guidelines issued by the Centers for Disease Control and Prevention ("CDC"), the California Department of Public Health ("CDPH"), the California Department of Industrial Relations Division of Occupational Safety and Health ("Cal OSHA"), and the Alameda County Public Health Department ("ACPHD").

- Where there is a conflict between the various guidelines or orders, the District shall adhere to the most restrictive guidelines or orders in order to minimize potential health and safety risks for all unit members, students, and their families.

- The Parties agree to meet as soon as possible upon request of either party to negotiate the impact and effects of any revisions or updates to those guidelines, as set forth by the above-listed agencies.

- The District and ATA affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.

- The District shall ensure all HVAC systems operate on the mode which delivers the freshest air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit.

- HVAC systems shall be equipped with the appropriate MERV value filters and changed at the manufacturers recommended intervals.

- Classroom spaces or workspaces without adequate central HVAC shall be equipped with low noise portable HEPA air filters with a large enough capacity and flow rate for the square footage of the room.

- If an individual tests positive for COVID 19 at a school site, and has been on that campus within the last 14 days, the District will change the HVAC filters at the appropriate site and will notify the ATA President(s).

- The District shall clean and disinfect all classrooms and work areas daily. The cleaning and disinfecting shall be performed in accordance with CDC, ACPHD and California Department of Health recommended guidelines. The District will have PPE and all other provisions that have been negotiated at each site along with disinfecting materials for each classroom.

2) **Professional Responsibilities**

- Except as otherwise specifically provided for in this MOU, bargaining unit members’ professional responsibilities remain consistent with current CBA language, applicable job descriptions, legal requirements, case law, and professional standards.

- Bargaining unit members shall be responsible for planning appropriate essential standards-based instruction, responding to parents and students within two full working
days, supporting diverse learners, building rapport and connections with students, daily monitoring of student attendance, monitoring work completion and participation, providing students feedback, and reporting student non-participation to the site administrator for additional outreach and follow up.

- While providing instruction through a remote modality, whether under fully remote or partially remote learning, all unit members, including classroom teachers, special education teachers, itinerant staff and specialists, shall be expected to provide synchronous, asynchronous, direct instruction and support to students each school day.

3) Definitions

- **“Synchronous”** teaching involves the use of live instruction tools (i.e. Zoom, and/or Google Meet, etc.).
- **“Direct Instruction”** includes synchronous and asynchronous teaching, online activities, video lessons, and large and small group discussions.
- **“Asynchronous”** learning is the idea that students learn the same material at different times and locations.
- **“Independent Learning”** includes any work completed without concurrent interaction with the teacher and may include written assignments, written exercises, worksheets, assessments, online activities, video lessons, and individual/group projects.
- Bargaining unit members shall be required to utilize the District-adopted student information system(s) to monitor and input student grades and attendance.
- All bargaining members will follow all State and Federal laws in compliance with the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act, and Education Code. Services will be conducted through remote means.

**Full Remote Instruction**

- This model consists of entirely remote teaching and learning. Bargaining unit members will not be mandated to come to campus while under the remote teaching model. As an option, members may work from their classroom or office. No unit member shall be disciplined, retaliated against, or in any way penalized for their choice of work location.
- Each school site will collaboratively determine a schedule for the use of classrooms/offices to minimize exposure.
- When a bargaining unit member reports to a district worksite, they shall be responsible for following state, county, and local public health recommendations, except when working independently in their classroom/office. While on district premises, bargaining unit members shall maintain physical distance between themselves and other individuals, including Site/District Administration, and be required to wear a face mask. Unit members who cannot wear a mask because of a documented health issue shall be required to wear an appropriate or prescribed face covering.
- Unit members may bring their own child(ren) to their school site upon signing a release of liability and agreement of protocols waiver. Each ATA member is responsible for keeping their child(ren) with them in their classroom/office and at no time shall any child(ren) be unaccompanied at the school site.
- No unit member will be asked to work beyond the duty day, as defined in the collective bargaining agreement.
- Understanding that many unit members have responsibilities caring for family members, remote learning will require flexibility in scheduling. Unit members and site
administrators will communicate the need for this flexibility and set clear expectations with students and families.

- Each educator will determine the composition of their instructional workday based upon a combination of the following activities: whole group check in daily, small groups, individual instruction, proctoring of exams, monitoring asynchronous learning, and parent contact if requested. This MOU is intended to allow the teacher to make determination regarding their instructional day based upon student need and their professional expertise.

- In order to provide students and parents with consistency and to avoid conflicts, live daily interaction shall be at regularly scheduled times. As described in SB 98, live daily interaction shall be used to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms.

- The District shall continue to provide online training relating to the use of technology for remote learning, and if needed, provide equipment/technology that is necessary for implementation. The District will provide technology that is necessary to conduct remote learning effectively, including but not limited to any items normally provided during in-person instruction. The District will provide a professional phone number to be used for student/family communication. Unit members may seek up to $300 for distance learning related expenses.

- Unit members will minimize the use of printed materials to avoid possible spread of COVID-19. Needed printed materials may be requested by submitting a request to their site Administrator. Printed materials will be provided as soon as possible given the COVID-19 requirements that need to be obeyed and are applicable to classified and other District staff. The District will be responsible for distributing these materials to students.

- Teachers will routinely review and evaluate student work. Subject to further guidance from the state, secondary unit members shall issue grades for the purpose of including in students' transcripts.

The parties agree to the following teaching and learning schedules:

- According to Education Code 43501 as amended by SB98, the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-12 (240 daily minutes), and Continuation High School (180 daily minutes) are in effect for the 2020-2021 school year.

- When providing distance learning, academic content, classwork, independent work, assignments, projects, synchronous instruction, and asynchronous instruction, shall all be combined to meet the daily minimum minutes per grade level. Daily lesson plans, assessments, and instructional methodologies used shall be scheduled at the discretion of the classroom teacher.

- The District shall establish a bell schedule for daily instructional minutes and will communicate this schedule with families prior to the first day of school.
• **Elementary:** Each instructional day full time TK-5 teachers, will provide a minimum of the following:
  - **TK-K:** 80 minutes per day of synchronous instruction four days per week and 30 minutes of synchronous instruction one day per week (PD day)
  - **1st-3rd:** 120 minutes per day of synchronous instruction four days per week and 45 minutes of synchronous instruction one day per week (PD day)
  - **4th-5th:** 130 minutes per day of synchronous instruction four days per week and 45 minutes of synchronous instruction one day per week (PD day)
  - **Specialist Teachers** including Special Education teachers/ Speech Language Pathologists: 120 minutes per day of synchronous instruction four days per week and 45 minutes of synchronous instruction one day per week (PD day)

b. **Secondary:** Full-time teachers, including Special Education teachers/ Speech Language Pathologists, for grades 6-12 will provide a minimum of the following:
  - **6th-8th:** 45 minutes of synchronous instruction per period twice a week and 45 minutes of synchronous instruction one day per week (PD day)
  - **9th-12th:** 50 minutes of synchronous instruction per period twice a week and 30 minutes of synchronous office hours/advisory twice per week.

c. All ATA members whose positions are not defined above (School Psychologists, Counselors) will provide a weekly average of synchronous contact/instruction that is consistent with their job descriptions.

d. Bargaining unit members will not be required to provide synchronous instruction beyond the minimum required minutes stated in a, b and c.

4) **Mandated Student Accommodations and Modifications**

- The parties agree to meet regularly to address implementing guidance from the California Department of Education as well as the United States Department of Education in order to provide equitable and appropriate education for our students with special needs.
- Consistent with the law, all bargaining members are required to implement and follow all legally mandated IEP and 504 services, specialized instruction, accommodations, and/or modifications as written in the plans.
- All Special Education unit members, including but not limited to itinerant staff will utilize a combination of synchronous and asynchronous instruction and services to ensure compliance with law and student IEPs.
- All bargaining members are required to continue to participate in legally mandated meetings of the current Collective Bargaining Agreement including participation in Section 504 meetings and IEP meetings. All bargaining members are required to follow all State and Federal laws in compliance with the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act, and Education Code. Services will be conducted through remote means.
- In-person assessments may be conducted when it is determined safe to do so according to both state and county health departments, and working conditions are negotiated with ATA, in order to gather the appropriate data to write a legally defensible assessment report, to determine the appropriate area of eligibility, and to make an appropriate offer of FAPE.
5) Collective Bargaining Agreement Modifications

The Parties recognize that the instructional options identified herein may have negotiable impacts on bargaining unit member working conditions. As such, the Parties agree, that due to the COVID-19 pandemic and physical distancing guidelines, it is necessary to make the following modifications to the current CBA during this time. All other CBA languages remains applicable to unit members, absent the modification below.

- **Member Leaves and Absences**
  a. The District will comply with all applicable Federal and State laws, Presidential Proclamations, CDC and ACPHD, Governor's Executive Orders, the collective bargaining agreement, and Board Policies and Administrative Regulations with respect to any unit member's leave or absence from work.
  b. Bargaining unit members who are exposed to or test positive for COVID-19, and are required to be quarantined, shall first use any and all available Emergency Paid Sick Leave days as provided under the federal Families First Coronavirus Response Act (FFCRA), as well as be provided with all other applicable leaves as set forth in law and the ATA Contract. The District will pay a unit member’s rate as prescribed by the FFCRA.
  c. The District shall engage in an interactive process as required by the ADA, with any bargaining unit member who provides documentation of an underlying high-risk condition. In the event a bargaining unit member is unable to return to in-person instruction because either they or someone in their household is determined by a physician to be at high risk for illness or infection associated with COVID-19, and an alternate or remote assignment is unavailable to them, such member shall be entitled to all leave available under the law and the parties’ CBA.

- **Salaries and Compensation**
  a. While working in under full remote instruction, bargaining unit members shall continue to receive their full compensation and benefits as set forth in the CBA. If extracurricular duties are performed, bargaining unit members shall receive stipends and/or additional pay, as provided for under the CBA.

- **Staff Meetings**
  a. Principals will schedule all staff meetings virtually.
  b. All staff meeting schedules will follow the guidelines that are outlined in the CBA.

- **Parent-Teacher Conferences / Back to School Night / Open House**
  a. Parent-Teacher conferences (as defined by the current CBA) will be held virtually, until further direction from the CDC and Alameda County Public Health Department.
  b. Back to School Night events shall also be held virtually while the District is in full or partial remote instruction.
  c. Open House may also be held virtually while the District is in full or partial remote instruction.

- **Professional Development**
  a. Mandatory professional development days will occur virtually.
b. The Professional Development day scheduled for October 16, 2020 will be moved to August 20, 2020. Bargaining unit members who are unable to attend the PD day on August 20, 2020 will have until the end of the work day on October 19, 2020 to watch the recording of the session. Bargaining unit members will not lose any compensation unless they do not complete the PD by October 19, 2020. The remaining Professional Development day scheduled for March 13, 2021 will remain as scheduled.

- **Recording**
  a. Consistent with Education Code section 51512, the parties agree that the unauthorized use of listening or recording devices in any classroom and/or office, which shall include online classrooms/offices, without the prior consent of the educator and the principal of the school is prohibited.
  b. The District is required to communicate and secure agreement from all students and parents that they will not attempt to record live/synchronous virtual instruction as a requirement of participation, prior to the start of instruction.

6) **Evaluation/Discipline**
- Unit members shall not be subject to disciplinary action based on technology issues that affect lesson implementation associated with remote learning due to the unique circumstances surrounding this crisis.
- All provisions of the CBA pertaining to Evaluation and Discipline remain in effect. Site administrators shall have access to all distance learning sessions for purposes of providing guidance, assistance, and support.
- The period of time from the start of the school year through September 30, 2020 will not be used to evaluate bargaining unit members in order for bargaining unit members and Administrators to adjust to a new model of instruction. The evaluation process will begin on October 1, 2020 with all observations and final evaluations concluded by the designated end date in the CBA. Evaluations shall be suspended upon mutual agreement between the permanent bargaining unit member and supervisor for the 2020-2021 academic school year. Temporary and non-permanent staff will be evaluated per Ed Code. Administrators will give at least 48 hours’ notice before formally observing any member.

7) **Return to Campus:**
The District shall comply with CDC, ACPHD and State guidelines related to timing of students returning to the traditional classroom setting.
- Certificated employees and ACC teachers will be notified at least five (5) workdays prior to the date of the reopening of schools in any capacity. The district shall notify employees using district e-mail communication.
- Three (3) days of the five (5) day advance notice period is for the purpose of affording Certificated Employees and ACC teachers the opportunity to transition back and prepare for the return of students after the conclusion of a Public Health Emergency. No student instruction will be expected on this these days, but communication to students/families may be necessary to help prepare them for their return.
- Prior to the reopening of schools, the District shall clean and disinfect all classrooms and work areas. The cleaning and disinfecting shall be performed in accordance with CDC,
ACPHD and California Department of Health recommended guidelines. The District will have PPE and all other provisions that have been negotiated at each site along with disinfecting materials for each classroom.

- Any worksite or work area that is impacted by a positive COVID-19 case, to the extent that the District is informed of such, the area will be cleaned and disinfected in accordance with CDC and California Department of Health recommended guidelines.
- It is the intent of the District to ensure that all sinks will continue to be properly functioning and that all sinks areas will be equipped with soap and paper towels. Portable sinks will be provided for classrooms that do not have sinks. Should a unit member find that this is not the case, they will immediately report the need to their site administrator, so that it can be remedied.

8) The Parties understand that the Coronavirus (COVID-19) pandemic situation remains fluid, and mutually agree to review the provisions of this MOU, as necessary.
   - The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, families, and the District community as events continue to unfold during this pandemic.
   - Prior to the reopening of school in any capacity or model, the District and ATA will meet to renegotiate the terms of this agreement.

9) **Expiration and Modification of MOU**
   - This MOU is subject to the Grievance Procedure of the AUSD and ATA Collective Bargaining Agreement and will sunset and automatically expire without precedent on June 30, 2021, unless both parties mutually agree upon an extension. No provision of this MOU shall be modified and/or changed unless both parties mutually agree in writing.

Albany Teachers Association

Albany Unified School District

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Date: __________

Date: __________