

Proposed
Memorandum of Understanding
Between
Fairfield Suisun Unified School Teachers Association
And
Fairfield Suisun Unified School District
Covid-19 Pandemic and Phase 1 Return to School 2020-2021
August 15, 2020

In accordance with Senate Bill 98 this Agreement was made and entered into this day August 15, 2020, by and between Fairfield Suisun Unified School District ("District") and Fairfield Suisun Unified Teachers Association ("Association").

1. Fairfield Suisun Unified School District and Fairfield Suisun Unified Teachers Association enter this Memorandum of Understanding regarding issues related to the COVID-19 Pandemic and the changes needed to reopen school safely for our students and staff. In preparation for the 2020-21 school year, the parties recognize the need to address the district's teaching and learning environment given the continuing pandemic, the Fairfield Suisun Unified School District ("District") and Fairfield Suisun Unified Teachers Association ("Association") collectively referred to as the "Parties" enter this Memorandum of Understanding ("MOU") regarding issues related to ("COVID -19 RETURN TO SCHOOL 2020-2021").
2. The parties recognize that we are in a time of unprecedented change for our educational system. It is in the mutual interest of the parties to abide by the recommendations of state and local county public health officials to prevent illness and further spread of the virus based on the best available public health data at this time, national and international best practices, and the practical realities of managing school operations.
3. The parties recognize that schools are critical to daily life and that collaboration between local public health and educators is the best means to determine and balance competing concerns surrounding school reopening decisions.
4. Reopening of Schools for the 2020-2021 School Year, shall be developed in consultation with the Association as an articulation of a vision, not a binding document. It shall not be used as a directive to unit members to work beyond the scope defined within the Fairfield Suisun Unified School District-Fairfield Suisun Unified Teachers Association Collective Bargaining Agreement. The Fairfield Suisun Unified School District-Fairfield Suisun Unified Teachers Association Collective Bargaining Agreement shall be used as the basis of any unit member discipline, and as a standard for evaluations. Reopening of Schools for the 2020-2021 School Year shall not be used as a precedent beyond the 2020-2021 school year.
5. Reopening of the FSUSD schools for the 2020-2021 school year has been designated as distance learning (Phase 1) per the California Department of Public Health guidelines. Distance learning will consist of synchronous and asynchronous learning.
6. In developing guidance for students and staff, the district shall review and follow the strictest guidelines the COVID-19 guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California

Division of Occupational Safety and Health (“Cal/OSHA”), California Department of Education (“CDE”), and the Solano County Public Health department.

- a. All staff will have a face covering upon arriving at a work site. If the person does not have a face covering one will be provided. Based on current guidelines this is the most effective safety measure for protection.
- b. The face covering will be worn at any time another person can enter a space of less than six feet. (Unit members alone in their classroom do not have to wear a face covering)
 - i. Unit members who are in their own classroom or office without the possibility of being approached (alone in a classroom providing distance learning instruction for example) will not be required to wear a mask.
 - ii. All school staff are required to wear a mask or covering. Staff who cannot wear a proper face covering will be denied access until an alternate face covering is provided.
- c. Physical distancing is encouraged to the greatest extent possible; Adults should make every effort to stay 6 feet from one another and 6 feet away from students and Staff must wear a face covering at all times if they are unable to physical distance greater than 6 feet or if they have access to other adults or students
- d. Itinerant personnel (for example, Specialist teachers, Nurses, Speech Therapists) will follow the above-mentioned guidelines. CDC approved KN-95 masks are readily available and will be provided to district nurses, music, drama, and PE certificated staff. Unit members administering in person assessments will be provided KN-95 mask, face shields, and PPE.
- e. Common Spaces - Physical distancing stickers, tape, signage, or floor markings will be practiced in common or shared spaces such as cafeterias/multipurpose rooms, offices, staff rooms, copy rooms, libraries, hallways, and playgrounds when practical.
- f. Hand washing is highly recommended for all who enter a school site. Working sinks will have soap and working paper towel dispensers. Hand sanitizer will be provided to occupied classrooms.
- g. The District shall ensure all HVAC systems operate on the mode which delivers the freshest air changes per hour when in use and will follow Article 17.1.i.
 - i. FSUTA Site Representatives will be given upon request when the HVAC filter changes occur as per Article 17.1.i.
 - ii. Fans will be delivered to classrooms which request them in Phase 1-4.
 - iii. Members are encouraged to open windows and doors to allow air flow.
- h. The District will follow all reporting guidelines and make a unit member aware as soon as possible of any possible exposure within the limits of the law.
- i. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked / refilled as soon as possible based on a teacher’s notification to the front office that supply is running low. All sanitizers will be checked and refilled, as needed, nightly.
- j. The District shall maintain the proper PPE supplies on hand to meet district student and employee needs.

The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.

7. The FSUSD Illness and Injury Prevention Program (IIPP) will be provided by FSUSD to FSUTA. FSUSD will provide the updated version of the IIPP Plan prior to August 11, 2020
8. The District will follow all leave guidelines (state, federal, and contractual), Staff members who are absent due to COVID-19 exposure or have been diagnosed with COVID-19 will contact Human Resources by email as soon as possible. FSUSD will work with employees when they are absent and faithfully complete the interactive process with each employee in accordance with the bargaining unit agreement and statute as the need may arise. If the unit member is unable to accept all offered alternative assignments, the interactive process and Article 23: Leave of Absence Provisions of the CBA will be used to ensure all unit members will be granted any and all available leaves (permissive, FFCRA, FMLA).
9. The HR 6201/Family First Coronavirus Response Act (FFCRA) provides for qualifying leaves in addition to those leaves already provided pursuant to Federal and State statutes and the FSUSD-FSUTA Collective Bargaining Agreement. These leaves can be used in addition to an employee's regular leave options, or in lieu of, depending on whether certain criteria are met as described in the Families First Coronavirus Response Act (HR 6201/FFCRA) Employee Rights document regarding paid sick leave and expanded Family and Medical Leave under (HR 6201/FFCRA).
10. Staff members who are absent due to COVID-19 exposure or have been diagnosed with COVID-19 will contact Human Resources by email as soon as possible. FSUSD will work with employees when they are absent from work due to any of the "qualifying reasons for leave related to COVID-19", HR 6201/ FFCRA Criteria for Leaves.
 - a. Staff must provide health provider documentation regarding any leave related to COVID-19, when appropriate.
 - b. Staff members will enter their absence in the Frontline Employee Management System and contact Human Resources for the next steps in documenting leave specifically related to COVID-19.
11. Unit members who were in leave status (e.g. FMLA) prior to the COVID-19 school closure may remain in leave status for the duration of their leave.
12. Lunch and Preparation Time - FSUSD shall provide a 30 minute duty-free lunch. Preparation. Members will have the contractual provided preparation time. Unit members may utilize asynchronous and unstructured minutes as additional time for planning and preparing.
13. Staff meetings/Professional Development/Collaboration - During phases 1-4, the District shall not require in-person staff meetings, department/grade level meetings, professional development, or other gatherings/meetings if the District cannot ensure a minimum of six (6) feet of physical distance between all employees for the duration of the meeting and fresh air circulation indoors. In-person one on one meetings can occur indoors as long as masks are worn and six (6) feet of physical distancing is possible, otherwise meetings shall be held outdoors, if possible.
14. SST and Conferences - The District shall hold all conferences, and SSTs remotely.
15. The District shall hold all 504s, remotely.
16. The District will use current practice in purchasing/distributing supplies and equipment. The District will ensure this process is covered prior to the start of school.

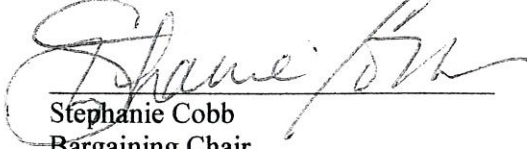
17. Daily cleaning and disinfecting – The District shall ensure that all classrooms, common spaces, restrooms, hallways, and workspaces are cleaned daily. Classrooms shared by two Pre-school/TK teachers/sessions will be cleaned between sessions. Every effort will be made to provide separate workspaces for each unit member if a classroom or office is shared.
18. Cleaning: The district will adhere to Article 17.
19. The District shall provide self-check questions of common symptoms to staff and students. The District will follow the guidelines set forth as stated above in number six (6) of this MOU corresponding with the stage/phase in which staff return to campus. The staff will self-check and monitor prior to entering a school site as they would any other illness.
20. The Fairfield Suisun Unified School District will provide any information necessary to the Solano County Public Health Department for them to conduct testing and contact tracing per their protocols (CDC guidelines).
21. The District will work as a team to assemble and disseminate all information to staff which is needed and related to COVID -19.
22. The district will follow Solano County Public Health guidance in providing information to individuals and sites in regards to COVID-19 exposure.
23. Pay/Benefits – Unit members shall continue to receive their contractual compensation and benefits.
 - a. Site administrator approved extracurricular duties for the 2020-2021 school year, excluding athletic stipends, which can still occur remotely unit members shall continue to receive stipends/additional pay as provided for under the Collective Bargaining Agreement.
 - b. All athletic stipends will be held until the seasons are started. Currently under CIF direction seasons are set to begin December 7, 2020
 - c. Nothing in this MOU shall preclude the District from releasing a unit member to the extent permitted by law and the District and Association Collective Bargaining Agreement (CBA).
24. Access to Worksite -Unit members will have access to campus from 7:30 to 4:30 Monday through Friday excluding holidays and recess days, and may choose to work remotely each non-student day.
 - a. Unit members in distance learning, and other remote assignments, may access their classrooms, from 7:30 to 4:30 Monday through Friday excluding holidays and recess days and work from their classroom/office or assigned safe workspace, if possible, as long as it does not interfere with regular classroom cleaning. Unit members will provide advance notice to promote effective social distancing on site.
25. Unit members shall not be directed or required to report to the district worksite in person while working under the Distance Learning model during phase 1. Unit members may use their assigned classroom to provide distance learning.
26. Site administrators will work with staff to plan a virtual Teacher Meet and Greet during the first days of school. Each teacher will meet with their whole class on day one and then plan for small group time on the following days to allow for students and teachers to build relationships within smaller cohorts. Back to School Night – Under Phase 1 shall occur virtually.

27. Evaluation -- The evaluation process for the 2020-2021 school year shall contain an asterisk/header describing the 2020-21 school year in unique in beginning under a distant learning model. (Covid-19 Pandemic) These circumstances shall be considered and documented in the final evaluation document. Regular evaluations as described in Article 10 will occur for all staff scheduled to be evaluated for the 2020-2021 school year.
28. Distance Learning - the work week for all unit members in this model shall include both synchronous and asynchronous teaching. Home and Hospital unit members shall not be required to visit students in their homes in phase 1. The contract work day for all unit members in the Distance Learning model will adhere to the current contract language.
29. Aeries and Illuminate - Aeries and Illuminate will be updated in a timely manner to ensure students and parents are aware of academic progress.
30. Attendance - Each unit member shall document attendance in Aeries for each pupil by the end of each day school day when school is in session, in whole or in part, for which distance learning is provided. (Education Code 43504 d (1))
31. Special Education Case Managers shall follow all IDEA timelines and regulations. If required by a change in the IEP Minutes or services, the Case Manager will write out and hold amendment IEPs, within the first 30 days of school to adjust Specialized Academic Interventions minutes to meet the legal regulations outlined in IDEA. The District shall hold all IEPs assessments and meetings remotely unless requested to be in-person by the parent.
32. Specialized academic instruction will be determined based on the offer of FAPE for when students are in traditional school settings. During extended periods of Distance Learning, the offer of Specialized Academic Instruction may need to be more clearly outlined in the IEP. Specialized Academic Instruction may be offered in group, individual, or a combination of the two based on individual student needs.
33. Special Educators shall be subject to the same expectations as General Educators as noted in this MOU above.
34. State and Federal Assessments (tests including, but not limited to ELPAC) - Unit members may be required to provide in person assessments once all other financially appropriate options have been exhausted. The room or office will be equipped with an adequate supply of PPE, masks, and cleaning supplies. Physical distancing will be maintained to the extent possible depending on the State/Federal assessment protocol. Unit members utilize virtual testing when appropriate.
35. Related service providers include Speech-Language Pathologists, Nurses, Visually Impaired/Orientation Mobility Teachers, and Adaptive Physical Educators. Services shall be provided to the students based on their offer of FAPE
 - a. The students IEP will prevail during periods of Distance Learning, Independent Study, Home and Hospital, and Intermittent Distance Learning modified school schedules.
 - b. These services may be offered in group, individual, or a combination of the two based on individual student needs as dictated by the IEP.
36. In person assessments shall be completed 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.
 - a. Personal Protective Equipment will be provided due to close proximity between assessor and student. District shall provide a safe space for Special Education

- student assessment which will include six feet of distance between the proctor and the student.
- b. For all positions that perform one-on-one legally required student testing (e.g. Speech Language Pathologist, nurses, educational specialist teachers, and any other unit member), at least one safe space per site will be set up for testing.
 - c. The room will be equipped with an adequate supply of PPE, masks, and cleaning supplies. Seating will be spaced at least 6 feet apart to ensure physical distancing can be maintained when testing.
 - d. In addition, the assessment room will be sanitized after each use whether that be daily or hourly, depending on assessment use needed at each site.
37. Unit members shall use Google Classroom districtwide. All other learning platforms that can be embedded into Google Classroom may be used.
- a. The district will follow current practice in providing back-up devices.
 - b. The district will make every effort to have student email accounts operational on the first student day, but no later than 24 hours after enrollment.
38. Due to the variety of reasons for intermittent school closures and changing between phases, the parties agree to meet and consult on each event that may lead to the closure of one or more schools. It is understood by both parties that this is dictated by local and state health guidelines. If a school or classroom is closed, it will automatically revert to phase 1, unless approval is granted from the Solano County Public Health.
39. Electives/Physical Education - If classes are moved indoors due to inclement weather, indoor spaces must be large enough to allow 6 feet of separation between the students and the teacher, when possible.
- a. Unit members will be provided with spray bottles of disinfectant to clean supplies and equipment after successful completion of the necessary training to use the cleaning supplies.
 - b. Physical Education teachers will not require students to dress out in Phases 1-4.
40. Elementary Specialists During phases 1-4, Elementary Specialists will provide their students Distance Learning as their primary means of instruction regardless of which model is being utilized. In Phases 2-3 Specialists will work in their normal settings. Members will use physical distancing and PPE in performing their duties. When it is determined by both parties there is a risk to the teacher or students the unit member will provide instruction virtually.
41. The District shall provide FSUTA a copy of site-specific plans and daily operation procedures (for example: bell schedules, recess schedules, front office operations, ingress and egress locations, etc.) for every site to review in phases 2-4 two days prior to full instruction beginning on campus.
42. Substitute Coverage - The district will assemble a plan assigning substitute teachers to sites in all phases to insure safety of students, staff and the substitute teacher.
43. In-Lieu - Unit member shall not be required to provide in-lieu services per Article 19.8 in Phases 2-4 but can volunteer.
44. Due to the evolving nature of the pandemic, the Association and the District reserves the right to negotiate safety and/or any impacts and effects related to environmental changes that might affect the health and safety issues set forth in this MOU for the COVID-19 pandemic as needed.

45. The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic. This MOU is subject to Article 9, Grievance Procedure of the District and Association Collective Bargaining Agreement, and shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties.

Signed this day, August 15, 2020



Stephanie Cobb
Bargaining Chair
Fairfield-Suisun Unified Teachers Association

Date: 08-15-20



Kenneth Whittemore
Assistant Superintendent-Human Resources
Fairfield-Suisun Unified School District

Date: 8/15/2020