

Proposed
Memorandum of Understanding
Between
Fairfield-Suisun Unified School Teachers Association
And
Fairfield-Suisun Unified School District
COVID-19 Pandemic and Return to School 2020-2021

March 5, 2021

This agreement has incorporated and identified language updates from the August 15, 2020, Memorandum of Understanding. Agreed upon modifications have been provided in areas where guidance received has been updated or modified. For the purposes of this MOU, the hybrid instructional model is synonymous with the previous Phase 2-4/Red Tier as it relates to the Covid-19 Pandemic and Phase I Return to School 2020-2021 dated August 15, 2020. The parties will continue to adhere to those items not addressed in this Return to Work Under the Hybrid Model MOU with the Covid-19 Pandemic and Phase 1 Return to School 2020-2021 dated August 15, 2020.

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 opening the 2020-21 school year for in-person instruction, 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"). ***(In COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020)***
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. ***(In COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020)***
3. The parties recognize that schools are critical to daily life and that collaboration between local public health officials and educators is the best means to determine and balance competing concerns surrounding school reopening decisions. ***(In COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020)***

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. *(In COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020)*
5. In developing safety guidance for students and staff, the district shall review and follow the guidelines issued in the COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year, and the District COVID-19 Prevention Plan Program required by the California Division of Occupational Safety and Health (“Cal/OSHA”), and the Solano County Public Health department. *(Updated with most recent guidance, original language in COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020)*
6. The parties agree to negotiate any item which may be passed by the California Legislature (AB 86) in regards to mandatory COVID-19 vaccinations or mandatory COVID testing.
7. 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.

Process for Return

8. The Governing Board has approved the opening of school for in-person instruction for students upon Solano County reaching the Red Tier.
 - a. If Solano County reaches the Red Tier as anticipated on March 9, 2021, the District will begin a phased in student return beginning March 15, 2021.
 - b. Classroom Elementary Teachers (Excluding Virtual Academy) shall be paid the per diem rate for 30 minutes (.5 of an hour) for preparation time above the 25 minutes daily built into the elementary plan and outside the current contractual duty day. The pay for preparation time will begin the day students return to the individual teachers’ classroom. These hours will be paid on the June 2021, payroll warrant.
 - c. The meeting for procedures for reopening shall not be held on Friday. It may be one sixty-minute (or less) meeting held which solely focuses on procedures for reopening prior to the in-person date beginning.

- d. Schedule of Return if Solano County enters the Red Tier on March 9th:
Elementary Self Contained (including HGR) SPED and Preschool students will begin on March 15th.
Grades TK-K students will begin on March 22nd.
Grades 1-3 students will begin on March 29th.
Grades 4-8 (Elementary), Middle, Secondary, and Adult School students will begin on April 12th.
 - e. This schedule is subject to change if Solano County does not enter the Red Tier on March 9th.
9. **Classroom Setup:** Unit members are not expected to provide the same classroom environment such as wall coverings and seating.
10. **Co-Teachers:** Prior to Secondary teachers providing in-person instruction, the parties will negotiate the impacts related to co-teaching.
11. **Meetings:** All in person meetings referenced in the Covid-19 Pandemic and Phase 1 Return to School 2020-2021 MOU dated August 15, 2020 #13, 14, 15 and 31 (unless parent requests in-person meeting) may be held in person after April 30, 2021.
12. The District will follow guidelines as outlined in Assembly Bill 685, enacted on November 30, 2020, which include:
 - a. The District, within one business day would notify any member of a site with a notice of potential exposure.
 - b. The District, within one business day would notify F-SUTA of a site with a notice of potential exposure.
 - c. The District will maintain these records for a minimum of three years.
13. Lunch- FSUSD shall provide a 30-minute duty-free lunch. (***Contractual, Article 19.1a***)
14. Evaluation -The evaluation process for the 2020-2021 school year shall contain an asterisk/header describing the 2020-2021 school year in unique in beginning under a distance 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. (***In COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020***).
15. Unit members will not be required to do in-lieu service unless there is an emergency situation which requires class coverage for student safety. Members may volunteer to provide In-Lieu service. (Updated, original language in COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020)
16. The District will assemble a plan assigning substitute teacher (when available) to specific sites in all phases to ensure safety of students, staff and the substitute teacher. (***In***

COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020)

17. Any class closure occurring after reopening of school will follow Fairfield-Suisun Unified School District Board Policy 0470. If a class is closed it will revert to distance learning.

18. The instructional minutes listed below are intended to communicate the minimum number of minutes each FSUSD student will receive while in the Hybrid Model.

Elementary Instructional Minutes:

Synchronous and Asynchronous instructional minutes (total of the two types) shall meet the minimum requirements as follows:

TK-K (and Preschool) students: 180 minutes per day

Grades 1-3 students: 230 minutes per day

Grades 4-8 students: 240 minutes per day

Secondary Instructional Minutes:

Synchronous and Asynchronous instructional minutes (total of the two types) shall meet the minimum requirements as follows:

Grades 5-12 students: 315 minutes per day except for Early College and Sem Yeto. On Wednesdays – 300 minutes

19. Secondary Music, PE, Choir and Theater Classes:

These classes may exceed 20 students as long as the following conditions apply:

- a. As conditions permit, PE, choir and theater classes shall be conducted outside.
- b. If not feasible, indoor classes may be held but with additional physical distancing (at least twelve feet between students and teachers) or the number of people allowed with safety distance per CDPH.

Additional PPE, such as instrument-specific coverings or music-specific face masks, shall be used, wherever possible.

- c. Other Secondary Elective In-Person Class Size: For in person teaching, the class size shall be limited to the number of people allowed with safety distance per CDPH.

20. The District shall provide F-SUTA 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 the former phases 2- 4 two days prior to full instruction beginning on campus. ***(In COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020)***

21. Elementary PE, Art, Music and Elective Teachers' responsibilities:

Elementary Specialist shall provide synchronous distance learning in the AM to students utilizing distance learning. Asynchronous lessons will be provided to students who attend the AM in person session. Specialists will maintain the amount of lessons provided currently but may supplement their lessons with additional asynchronous material to be pushed into the teacher of records asynchronous time. Lessons will ensure all minimum number of instructional minutes. The parties agree to bargain this if this language cannot be properly implemented in the schedule.

- 22. Consulting Teachers, Pre-Induction Teachers, Librarians:** These members shall provide support virtually if they move from various sites/classrooms

Personal Protective Gear (PPE) and Safety Measures

23. Face coverings shall be worn on campus at all times.

- a. K-95 masks will be provided upon request from a bargaining unit member.
(Updated with most recent guidance, original language in COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020)

24. 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. Student chairs will be no less than four (4) feet apart. There will be no more than 20 students in a class, or the maximum number of students as prescribed by the student chairs distancing and teacher space distancing requirements. The final number used will be the lesser of the numbers.

25. 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 and *used non-classroom workplaces*. 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. *(In COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020)*

26. Common Spaces - Physical distancing stickers, tape, signage, or floor markings will be provided in common or shared spaces such as cafeterias/multipurpose rooms, offices, staff rooms, copy rooms, libraries, hallways, and playgrounds when practical. *(In COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020)*

27. 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.

- a. F-SUTA Site Representatives will be given upon notice when the HVAC filter changes occur upon request as per Article 17.1.i.
 - b. Air Purifiers will be delivered to classrooms upon request.
 - c. Members are encouraged to open windows and doors to allow air flow. ***(In COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020)***
28. The District shall maintain the proper PPE supplies to meet student and employee needs including: face coverings, gloves, cleaning supplies, plexiglass, air purifiers, handwashing supplies, hand sanitizer, and anything else readily available in the district warehouse. Including additional supplies to meet needs of H. Glenn Richardson staff. ***(Updated with addition of PPE equipment and specifically listing out H. Glenn Richardson needs, original language in COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020)***
29. The FSUSD Illness and Injury Prevention Program (IIPP) was provided to F-SUTA. Any revisions to the IIPP will be provided to F-SUTA. ***(Language updated to reflect material was provided, original language in COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020).***
30. The District shall provide a self-screening sheet for students and staff to adhere to and follow prior to entering a school ground. Unit members should self-monitor for symptoms and shall not report to their worksite if sick. A self-screening sheet will be provided to each staff member. They will use the self-screening sheet daily and follow the instructions on the sheet. 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 member shall send students who appear to be symptomatic to the office.

Leaves

31. 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 (FMLA). ***(In COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020)***

32. 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”.
- 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. ***(In COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020)***
 - c. **FFCRA – Any reference to FFCRA in the Covid-19 Pandemic and Phase 1 Return to School 2020-2021 dated August 15, 2020 MOU no longer enforceable as the law expired on 12/31/2020**
33. 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. ***(In COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020)***

Special Education

34. Special Education Case Managers shall follow all IDEA timelines and regulations. If required by a change in the Individual Education Plan (IEP) minutes or services, the Case Manager will write out and hold amendment IEPs within the first 30 days of school. ***(Modified the in COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020)***
35. Specialized Academic Instruction will be determined based on the offer of FAPE. ***(Modified the in COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020)***
36. 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. Service provided in a one on one setting can be held in person.
 - b. Group services can take place virtually.
 - c. There are instances where inside classroom observations may take place to meet the student’s needs. ***(Modified in letter C, originally in COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020)***
37. If case managers amend IEP’s due to the change into the hybrid learning model, unit members shall be compensated per-diem, once preapproved, for how much time it spent on amendments made outside of the workday.

This language is in addition to what is provided in the Covid-19 Pandemic and Phase 1 Return to School 2020-2021 dated August 15, 2020 # 31-36 for Special Education Issues.

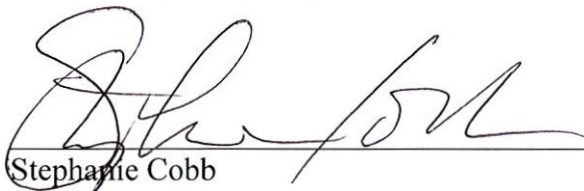
38. In person assessments shall be completed in order to gather the appropriate data to write a legally defensible assessment report, to determine the appropriate area of eligibility, and to make an appropriate offer of FAPE.

- a. 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. The room will be equipped with an adequate supply of PPE, masks, and cleaning supplies. 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. ***(In COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020)***

Assessments

39. State and Federal Assessments - Unit members may be required to provide in person assessments. 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 shall be allowed to utilize virtual testing when appropriate. ***(In COVID-19 Pandemic and Phase 1 Return to School dated 2020-2021 dated August 15, 2020)***

Signed the is day of March 5, 2021



Stephanie Cobb

Bargaining Chair
Fairfield-Suisun Unified Teachers Association



Kenneth Whittemore

Assistant Superintendent-Human Resources
Fairfield-Suisun Unified School District

Date: March 5, 2021

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