

**MEMORANDUM OF UNDERSTANDING BETWEEN
BERRYESSA UNION SCHOOL DISTRICT and
CALIFORNIA TEACHERS ASSOCIATION OF BERRYESSA (CTAB)**

**SPECIALIZED AND TARGETED SERVICES FOR
SPECIAL EDUCATION SMALL COHORTS
FOR THE 2020-2021 SCHOOL YEAR**

OCTOBER 26, 2020

Berryessa Union School District ("District") and California Teachers Association of Berryessa ("Association" or "CTAB") enter this Memorandum of Understanding ("MOU") regarding the negotiable impacts of providing specialized and targeted support services in small cohorts to special education students designated in this MOU pursuant to the "Cohort Guidance" referred to in the immediately following paragraph.

The District and Association will follow federal and state Declarations of Emergency, and applicable Executive Orders from the Governor. The District will continue to follow the "COVID-19 Industry Guidance: Schools and School-Based Programs ("Industry Guidance") issued by the Governor, Cal/OSHA and the California Department of Public Health ("CDPH") on July 17, 2020 (updated on August 3, 2020), the Guidance Related to Cohorts ("Cohort Guidance") issued by the California Department of Public Health on August 25, 2020 (updated on September 4, 2020), and Santa Clara County Department of Public Health (DPH) guidance, directives, resolutions, orders ("County Orders"), and any other applicable guidelines or orders issued by pertinent governmental entities during the term of this MOU.

The parties recognize the need to address the District's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations contained in the Industry Guidance and County Orders to prevent illness and contain the spread of the virus.

The District and Association share a joint goal to fully implement Senate Bill 98 (Education Code section 43500 et seq.) by offering in-person instruction to the greatest extent possible as conditions become safe for students and staff. The District will offer distance learning until an in-person instruction model (whether for all students or groups of students) is safe according to Industry Guidance, Cohort Guidance, and County Orders.

The parties affirm the memorandum of understanding previously negotiated and executed by the parties on August 10, 2020. This memorandum is incorporated herein by reference insofar as it applies to a return to in-person instruction.

I. Negotiating the Return of Additional In-Person Instruction:

A. The parties shall meet and negotiate the effects and impact of a return to in person instruction, whether by school, grade levels, designated groups of students or District-wide, over matters not already covered by the collective bargaining agreement or MOU dated August 10, 2020. The parties agree to begin negotiating no later than November 19, 2020.

II. Waivers

A. Nothing in this MOU precludes the District from seeking a waiver pursuant to CDPH Guidance for Implementation of instruction to designated groups of students. The District acknowledges its duty under such guidance to consult with the Association (among other groups) prior to submitting a waiver application.

III. Small Cohort Specialized and Targeted Support Services

A. Nothing in this MOU precludes the District from providing specialized and targeted support services to SDC Preschool, SDC K- 3 and Moderate-Severe SDC at Toyon, Laneview, Brooktree, and Morrill Schools. The parties agree that the return of students and staff to district campuses under the Cohort Guidance shall not commence sooner than November 30, 2020. Affected teachers shall have two days of their choosing of release time to prepare their classrooms/materials for in person instruction. During these two days, teachers shall only host the morning meeting and the remainder of the day will consist of asynchronous work.

B. CTAB unit members return to in person instruction shall be voluntary, and unit members shall have the option to continue providing instruction through distance learning.

C. The length of the in-person specialized and targeted support services for the special education cohorts shall not exceed three hours per day on not more than four days per week (Monday, Tuesday, Thursday, and Friday).

D. Specialized and targeted support services are determined by the District and shall be done via teletherapy. These services include but are not limited to occupational therapy services, speech and language services, and other medical services, behavioral services, and educational support services as part of a targeted intervention strategy.

E. Assessments for students under this MOU, such as those related to English learner status, individualized educational programs and other required assessments shall, to the extent possible, be completed virtually; however, such assessments shall be in person only when necessary to meet legal requirements.

E. Cohort Size - According the Cohort Guidance:

1. Cohorts must be limited to a configuration of no more than 16 individuals in total (children and youth or adults) in the cohort.
2. Cohorts can be divided, as needed, into subgroups of children and youth from the same cohort, as long as the 14-to-2 ratio is not exceeded.
3. The maximum cohort size applies to all children and youth in the cohort, even when all children are not participating at the same time. For example:
 - i. A cohort may not include 6 children or youth who attend full-time, 6 children on Mon/Wed/Fri, and 6 children on Tue/Thu (total of 18).
 - ii. A cohort may not include 8 children or youth who attend for the entire day, 4 who attend mornings only, and 4 who attend afternoons only (total of 16).
4. Given the need for physical distancing and separation of cohorts, the number of students on a given school site should generally not exceed 25% of the school's enrollment size or available building capacity.

IV. Safety: The parties affirm continued enforcement in an in-person learning environment of safety conditions set forth in the previous memorandum of understanding. All safety provisions in the

Memorandum of Understanding dated August 10, 2020, shall remain in force. A "Protocol Implementation Committee" comprised of at least two members from CTAB and the District's bargaining teams shall meet no later than November 20, 2020, to tour school sites and review and ensure safety protocols referred to in this MOU and the MOU dated August 10, and any other appropriate safety measures necessary for the return of small cohorts (e.g., use of restrooms) are in place. Any unresolved issues arising from this process shall be referred back to the Superintendent and CTAB President for resolution. During these meeting dates the CTAB bargaining team members shall only host the morning meeting and the remainder of the day will consist of asynchronous work.

The District shall establish and implement a workplace-specific COVID-19 preparedness and response plan which includes the safety measures in this MOU to protect employees and students. This plan shall include the person(s) responsible for implementing the plan, and the measures that will be taken to prevent the spread of COVID-19. The plan shall be communicated to all employees no later than November 19, 2020. Employees shall be trained in the safety measures included in the plan.

Parents shall be provided the "Parent Guide to the Reopening of Santa Clara K-12 Schools" and any supplemental materials necessary to include the proper use removal, washing, and storage of face coverings, hand washing and other healthy hygiene practices, symptoms screening, physical distancing guidelines, and the school site plans and procedures to follow when someone becomes sick, exhibits symptoms, or tests positive for COVID-19.

Any outside/external agencies that use District facilities shall follow the safety measures in all applicable Industry Guidance and County Orders.

The District shall designate an employee(s) to oversee the ordering, restocking, and providing of all safety items. Each site shall inform the unit members in writing or electronically of the process to obtain the necessary safety equipment.

V. Specialized and Targeted Support Services and In-Person Instruction – Additional Safety Provisions: The parties acknowledge that this section may be subject to change as the parties continue negotiations over in-person instruction (see section I above).

A. All individuals (including parents, students, and employees) will be required to complete the District Self-Assessment survey electronically or verbally to staff before reporting to the worksite/school site or prior to entering the worksite/school site. The District shall station employees at designated school entrances ensuring all students have completed the District Self-Assessment survey and to take students' temperatures. These employees shall not be CTAB unit members except for District Nurses.

B. The distance between teacher/staff desks and student desks and between student desks shall be at least six feet or in accordance with guidance from DPH if the guidance is greater than six feet. In addition, students shall be assigned stable seating arrangements to ensure that close contacts within classrooms are minimized and easily identifiable. Each site shall have clearly visible distancing markers to create social distancing of at least six feet at all times in non-classroom areas of use (excluding playgrounds).

C. Student cohort sizes shall not exceed a number that would not allow maintenance of Industry Guidance/County Orders physical distancing requirements given

classroom size limitations.

D. Where possible, after determination of how many students will be on campus and where they will be placed physically, all individuals will be assigned an ingress and egress point for use when coming to school for in-person learning. The District shall provide a written plan, specific to each site, for the entrance and exit of students/parents. This plan shall be provided to all unit members and families.

E. Use of staff facilities shall be designated and marked to maintain physical distancing requirements. Hand sanitizer or soap and water shall be provided in all common work/break areas.

F. Students shall remain in their same classroom/workspace.

G. The District shall provide each student with sufficient supplies in order to eliminate the sharing of high-touch materials. Storage containers shall be provided to store individual student materials if other means are not available.

H. Personal Protective Equipment ("PPE")

1. The District shall provide PPE (disposable or reusable face masks) to all unit members and students for every day that unit members are required to report to school sites. The District shall provide a replacement mask if one is compromised during the school day.

2. In-lieu of using District-provided PPE, unit members may, but shall not be required to, bring their own PPE so long as the PPE complies with public health guidelines and provides at least equivalent protection to the PPE provided by the District. No unit member shall be disciplined or evaluated negatively for not bringing their own face coverings.

I. Face Masks Requirements

1. Face masks are required to be worn properly at all times by all individuals on a school worksite, outdoors or indoors except when unit members are alone in their classrooms, subject to the most current Industry Guidance and County Orders.

2. Face masks shall not be required for staff if there is a medical condition verified in writing from a medical professional according to the Industry Guidance. Such unit members shall use face shields with neck drapes (provided by the District) tucked into the shirt.

J. The district shall provide open trash containers in each classroom and common area.

K. The cleaning and disinfecting schedule of common areas and classrooms shall be posted at every school/work site. The District shall ensure that all used areas of every school/work site are disinfected according to CDPH guidelines.

L. The District shall ensure all windows are in working order to provide as much fresh air as possible.

M. Air filtration systems shall be in working order with clean air filters of at least MERV 13 rating.

N. The District shall provide plexiglass barriers, face shields, and disposable smocks for use by unit members upon request.

O. The District website shall provide comprehensive information covering all of the safety measures contained or referred to in this MOU and will continue to be updated as governmental guidelines and orders change.

P. The District will establish testing procedures in accordance with Industry Guidance/County Orders related to a return to in-person instruction.

VI. Hand Washing Requirements

- A. The District will follow DPH requirements related to frequently reminding individuals to wash their hands or use medically effective hand sanitizer.
- B. The District will provide hand washing soap and or medically effective hand sanitizer in all classrooms, workspaces and common spaces. Hand sanitizer shall contain at least 60% ethyl alcohol and not contain methanol.
- C. The District shall ensure that all hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed and prior to the beginning of each day that staff are on campus.

VII. Protocols, Health Screening, Testing, Notification, and Contact Tracing

- A. Staff and students who exhibit any symptoms consistent with COVID-19 or who have had close contact with a person who has tested positive for COVID-19 as defined by Industry Guidance and County Orders shall notify their supervisor or teacher, stay home or, if on a school site be sent home or to a medical facility. The unit member may continue to work remotely if they are able.
- B. Upon notification that an employee, parent, student, or anyone entering a school site has received a confirmed positive test for COVID-19, the District shall follow the "Immediate Actions" and "Communication" steps pursuant to guidance from the Santa Clara County Public Health Department (September 21, 2020 Guidance p.31).
- C. Any students or staff exhibiting COVID-19 symptoms shall be required to immediately wear a face covering and wait in an isolation area until they can be transported home or to a healthcare facility. Each school site shall provide an isolation room for this purpose. The District shall have a isolation policy and procedure in place.
- D. The District shall establish protocols to arrange for safe transport home or to a healthcare facility, as appropriate, when an individual is exhibiting COVID-19 symptoms.
- E. The District shall notify all CTAB members electronically of the established protocols and processes for disinfecting areas, closing the school site/classrooms, notifying staff per DPH guidance of positive COVID-19 cases and exposures to COVID-19, and isolation requirements regarding COVID-19 illness and/or exposure at a schoolsite/worksite. These protocols shall be included in the preparedness and response plan.
- F. The District shall designate a staff liaison(s) to be responsible for responding to COVID-19 concerns and questions. The liaison(s) shall be trained to coordinate the documentation and tracking of possible exposure in order to notify local health officials, staff, and families in a prompt and responsible manner.
- G. All COVID-19 illness and exposures arising from the workplace shall be investigated to determine if any work/school-related factors could have contributed to risk of infection. Positive cases will be reported to DPH as required. Protocols shall be updated as needed to prevent further cases.

All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this MOU or the memorandum of understanding dated August 10, 2020 shall remain in full effect.

This MOU is a non-precedent setting document. This MOU resolves the negotiable effects of providing specialized and targeted support services in small cohorts to special education students

designated in this MOU for the 2020-2021 school year. The District and/or Association reserve the right to negotiate any additional negotiable impacts not already covered by the Collective Bargaining Agreement or this MOU or the memorandum of understanding dated August 10, 2020 related to COVID-19.

This MOU shall be effective upon signature by both parties. This MOU will expire in full without precedent on June 30, 2021 (unless extended by mutual agreement), or until negotiated otherwise, whichever occurs first.

The undersigned represent that they are authorized to execute this MOU.

Darrien Johnson
Assistant Superintendent, HR

Darrien Johnson 10/27/2020
For the District Date

Joseph Hermann
President, CTAB

Joseph Hermann 10/27/2020
For the Association Date