

SIDE LETTER OF AGREEMENT BETWEEN THE MENIFEE TEACHERS ASSOCIATION AND THE MENIFEE UNION SCHOOL DISTRICT

REGARDING COVID-19 CORONAVIRUS AND OPENING SCHOOLS FOR THE HYBRID LEARNING MODEL FOR THE PERIOD OF MARCH 3, 2021 THROUGH JUNE 30, 2021

The Menifee Union School District (“District”) and the Menifee Teachers Association (“Association”), jointly known as the Parties (“Parties”), enter into this Side Letter of Agreement to amend the Hybrid Learning Model in section 13.1.3 of the July 22, 2020 reopening MOU.

Unless otherwise noted, all provisions outlined in the COVID-19 Reopening of Schools MOU dated July 22, 2020, as well as all provisions of the Collective Bargaining Agreement, Side Letters of Agreement, and MOUs shall continue to apply during Hybrid Instruction.

Consistent with guidance provided by the CDPH and Office of the Governor, the Parties agree to the following:

1. DEFINITIONS

- 1.1. “Face Coverings” – cloth face coverings or masks as recommended by federal, state, and local public health guidance (12.1.1 of the July 22, 2020, MOU).
- 1.2. “Personal Protective Equipment” – refers to equipment (essential protective equipment/gear) used to limit or prohibit the transmission or infection of COVID-19 from person-to-person in adherence to state and local mandates, as specified in 12.1.1.1 - 12.1.1.2.5 of the July 22, 2020, MOU.
- 1.3. “Environmental Safety Precautions” refers to measures taken to limit the transmission or infection of COVID-19. This includes but is not limited to: air purifiers, HEPA filter vacuum cleaners, electrostatic disinfectors, balancing HVAC units with increased fresh airflow, replacing air filters, etc.
- 1.4. “Physical Distancing” – also known as social distancing to help decrease the spread of the virus by increasing the space between people to at least six (6) feet and reducing the number of different people with whom a person interacts.

- 1.5. “Hybrid Model” - combines on-campus learning and virtual, at-home learning. This model provides students with the flexibility to meet their instructional needs, maintain school connections, and keeps the class roster intact, dependent on student registration and classroom space limitations. In the hybrid model, class sizes would be approximately half of the traditional class size. Students would be on campus two (2) days per week and participate in virtual learning three (3) days per week.
- 1.6. “Strategic Planning” - Time block in the daily schedule set aside for teacher and/or district-directed activities. The intention is for the majority of this time to be for teacher-directed use.
 - 1.6.1. District-directed activities could include participation in IEPs, 504s, SSTs, communication with parents and students regarding re-engagement and student success, and individual meetings with administration.
 - 1.6.2. Teacher-directed activities shall be used for small group or individual instruction, re-engagement, lesson preparation, evaluation of student progress, communication with students and parents, collaboration.

2. HYBRID INSTRUCTION

2.1. ASSIGNMENT

- 2.1.1. Teachers will assume their current assignment.
 - 2.1.1.1. It is the District’s intent to minimize disruption to the extent possible when reopening in Hybrid.

2.2. PRIOR TO REOPENING

- 2.2.1. All student seating shall be arranged in compliance with 6-foot physical distancing requirements prior to the first day of the hybrid implementation.
 - 2.2.1.1. Unit Members may consult with their administrators/supervisor regarding additional materials needed.

- 2.2.1.2. In-person classes shall be no larger than approximately half the number of students on the traditional roster, not to exceed 17 students (small cohort guidance is eliminated when case positivity rate is under 25) inside classrooms, and that can be accommodated by the six-foot physical distancing requirement.
 - 2.2.1.3. Electives/Physical Education shall be no larger than approximately half the number of students on the traditional roster, which can be accommodated by the six-foot physical distancing requirement.
 - 2.2.1.4. All teachers will be provided with class rosters of in-person and distance students five days prior to the start of hybrid instruction.
- 2.2.2. Three (3) consecutive workdays, determined by the District in collaboration with MTA, shall be provided for the preparation of hybrid instruction.
- 2.2.2.1. On two (2) of these days, teachers shall provide one (1) hour of live instruction from 8:00-9:00 for elementary school and 8:40-9:40 for middle school. The remainder of these workdays shall be teacher directed prep time. Teachers shall not be required to attend any non-emergency meetings during these days.
 - 2.2.2.1.1. Teachers shall be allowed to deliver the one (1) hour live instruction from either their remote work location or school site.
 - 2.2.2.2. One (1) of these days shall include a parent/student orientation (in lieu of Open House or equivalent event):
 - 2.2.2.2.1. For elementary school, teachers shall provide one (1) hour of live instruction from 8:00-9:00, and the remainder of the workday shall be teacher directed prep time, with up to one (1)

hour designated for a parent/student orientation.

- 2.2.2.2. For middle school, teachers shall provide a modified schedule with six-20 minute periods for instruction and parent/student orientation. The remainder of the workday shall be teacher directed prep time.

3. SCHEDULE AND WORKDAY

- 3.1. All teachers shall be responsible for teaching all students on their roster (see the schedule, appendix A-E, attached).
 - 3.1.1. Monday/Tuesday and Thursday/Friday instruction shall be conducted both in-person and virtually.
 - 3.1.2. Wednesdays instruction shall be conducted virtually.
 - 3.1.3. Unit Members shall have the option of working from a remote location on Wednesdays and/or during Strategic Planning time (per MOU dated July 22, 2020 section 13.1.4.1.1.2 - 13.1.4.1.1.2.4).
 - 3.1.4. No Unit Member shall be required to supervise students beyond fifteen (15) minutes after dismissal. Duty schedules shall be reduced commensurate with the reduction in student populations.
 - 3.1.5. Combo teachers shall have the option of teaching one in-person grade level per session when feasible based on student registration, as long as it conforms with the social distancing requirements.
 - 3.1.6. Unit Members shall not be expected or required to clean nor disinfect classrooms or workspaces between instructional blocks. However, Unit Members shall be provided supplies to do so if they choose.

4. INSTRUCTION (Per Section 8.1: Expectations for Unit Members of the MOU Dated July 22, 2020)

- 4.1. Special Education self-contained Mild/Moderate and Moderate/Severe shall adhere to the Side Letters of Agreement dated October 8, 2020, and October 30, 2020.
- 4.2. Band, Music, Drama, and PE shall provide hybrid (in-person and virtual) instruction using Google Meet.
- 4.3. Counseling shall address the three domains of Academic, Career, and Social/Emotional Development. Counselors shall provide in-person and/or virtual lessons and appointments for academic counseling, monitoring, and guidance from any of the domains (Sections 8.1.9.1 - 8.1.9.2.1 of the MOU dated July 22, 2020)
- 4.4. For the purposes of Hybrid Instruction, the District shall provide each district classroom/workspace with the technology and resources needed for the Unit Member to adequately provide the District's expected level of Hybrid Instruction.
 - 4.4.1. This may include but is not limited to a properly functioning computer, camera, microphone, speakers, applications, subscriptions, and a learning management system. Unit Members shall be held harmless if adequate, fully functional equipment is not provided.
 - 4.4.2. Unit Members shall determine the means and method for providing Hybrid (in-person and virtual) instruction based on appropriate grade level standards, adopted or approved curriculum resources, and their students' ability to access the curriculum. These methods may include the following, as appropriate:
 - 4.4.2.1. Synchronous and Asynchronous interaction and/or instruction both in-person and virtual shall be determined by the bargaining Unit Member.
 - 4.4.2.1.1. Unit Members will consistently communicate detailed instructional schedules to students, families, administrators, and related service providers, prior to the first day of Hybrid, and as necessary.

4.4.2.1.2. Unit Members shall have the flexibility to structure their instruction to address the following, as well as any other classroom requirements to meet all functions of the job. Additionally, Unit Members shall prioritize the following to ensure the needs of students are met:

4.4.2.1.2.1. Student engagement and connections

4.4.2.1.2.2. Student enrichment, intervention, and reengagement are designed to close the learning gap (i.e., complete missing work and demonstrate mastery of work using different methods)

4.4.2.1.2.3. Instructional planning and utilization of adopted curriculum and programs

4.4.2.1.2.4. Recording and posting of live virtual instruction content as appropriate

4.4.2.1.2.5. Recording and/or posting of asynchronous instruction

4.4.2.1.2.6. Grading student work and providing assessments

4.4.2.1.2.7. Teachers will collaborate with support providers such as Title 1/Intervention, counseling, and special education so that services can be integrated throughout the instructional day based on individual student needs. Teachers will provide integrated and designated support for English Language Learners, as appropriate

4.4.2.1.2.8. Teachers will continue to provide their administrator/supervisor access to Google Classroom synchronous

meetings for small and/or large group
virtual instruction

4.4.2.1.2.9. The teacher shall record daily participation for each pupil on each school day, in whole or in part, for which virtual learning is provided. A pupil who does not participate in virtual learning when assigned shall be documented as absent by the teacher

4.4.2.1.2.10. Evidence of daily student participation in virtual learning shall be obtained using:

4.4.2.1.2.10.1. Evidence of participation in online/virtual activities

4.4.2.1.2.10.2. Completion of regular assignments and/or assessments

4.4.2.1.2.10.3. Contacts between Unit Members of the district and pupils or parents or guardians

4.5. Training shall be in accordance with Section 7.1 and 7.1.2 of the July 22, 2020, MOU

5. HEALTH AND SAFETY (Section 12.1: Safety of the MOU Dated July 22, 2020)

5.1. If a Unit Member needs a personal/bathroom break during live instruction time, the member shall call the office for classroom coverage.

5.2. All Unit Members will be provided a classroom cleaning/disinfecting rotation schedule in advance so that they can plan their daily break, lunch, and prep time accordingly.

5.3. Teachers shall not be held responsible for student behavior in the event they are unable to monitor virtual students during live instruction time due to having students in-person simultaneously.

**6. ADDITIONAL SERVICES (RSP/SPEECH/PSYCH/APE/ ETC)
(Section 8.1.10 - 8.1.10.5.1 of the MOU Dated July 22, 2020)**

- 6.1. RSP, Speech, Psych, APE services will be delivered both in person and virtually to meet the needs of students during the hybrid instructional model.
- 6.2. RSP, Speech, Psych, APE will deliver services in-person and virtually by using Google Meet or other district approved platforms.

7. PERSONAL PROTECTIVE EQUIPMENT (“PPE”) (Section 12.1 of the MOU Dated July 22, 2020)

- 7.1. At a minimum, the District will provide a washable face covering to each unit member and/or PPE as appropriate for everyday use. Unit Members are expected to bring their district-issued PPE, or equivalent, with them to the worksite daily. In the event a Unit Member fails to remember their district-issued face covering, an alternate face covering will be provided. In the event a Unit Member needs additional PPE, it may be requested from their site administrator.
- 7.2. In-lieu of using District-provided PPE, Unit Members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.
- 7.3. The District shall require the use of face coverings in accordance with state and county health mandates currently in effect. Individuals who cannot wear a mask because of a documented health issue on file with personnel may be provided an alternative as appropriate. Masks and face shields may not be required for students with medical apparatus, which prevents or obstructs the use of the apparatus. Face coverings are required to be worn properly (covering mouth and nose) while on campus. This applies to all staff, administrators, students, and visitors on campus over two years of age.
- 7.4. The District has developed a mask policy for both students and staff. The District will publish policies and send these policies directly to Unit Members.

- 7.5. Unit Members may request plexiglass or a similar barrier when they interact with students for an extended period of time (i.e., one-on-one assessments, speech therapy, etc.)

8. SCREENING AND TESTING FOR COVID-19

- 8.1. All Unit Members shall be required to complete a COVID-19 Health Screening Assessment every workday (MOU dated July 22, 2020, Appendix B)
- 8.2. Unit Members with symptoms consistent with COVID-19 shall not report to work and must report their absence into the Frontline Absence Management System.
- 8.3. In the event of a positive case of COVID-19, proper contact tracing will occur. The Risk Manager will be notified immediately in the event of any positive test for COVID-19 at a district facility, following SB 685 guidelines.
- 8.4. Personnel Services/Risk Management shall advise the Unit Members and all close contacts of the next steps following the most current CDPH guidelines. This may include quarantine, COVID-19 testing, etc.
- 8.5. Upon request, all Unit Members will be required to participate in mandated COVID-19 testing per CDPH guidelines. If not on District Campuses, the District shall provide testing center locations contact information, release time, and mileage reimbursement for required testing. Mileage reimbursement will be calculated based on the distance from the worksite to the testing facility.
- 8.6. If a Unit Member tests positive for COVID-19, please see Side Letter of Agreement Dated January 8, 2021.
- 8.7. A Unit Member may be subject to obtain medical clearance to return to in person work. In all cases, if the Unit Member is ordered to receive a COVID-19 test or other medical clearance by the District, the District shall reimburse the member's co-pay.

9. SUPPORT AND NOTIFICATION SPECIFIC TO COVID - 19

- 9.1. Each school site shall have a registered school nurse assigned for the safety and health of all students, staff, and visitors to the

campus. They shall oversee the following at the direction of the Director of Student Success Services.

- 9.1.1. Support COVID-19 health screening, testing, and notification of all individuals on the school campus.
 - 9.1.2. Coordinate with site administration and interface with Risk Management as necessary.
 - 9.1.3. Primarily care for any individuals that manifest symptoms associated with COVID-19.
 - 9.1.4. Implement quarantine protocols.
 - 9.1.5. Support the training of all students, staff, parents, and visitors on effective hygiene practices, including but not limited to hand washing, physical distancing, and PPE usage.
- 9.2. Health screening, testing, notification, and quarantine protocols and procedures have been established and shall be shared with staff. All students and staff will be trained on these protocols and procedures.
- 9.3. Staff with any symptoms consistent with COVID-19 or who have had exposure with a person with COVID-19 shall be sent home or sent to a care room on site pending travel home or to a medical facility.
- 9.3.1. A designated space called a care room shall be established at each site for staff and students who present COVID related symptoms as outlined per CDC.
- 9.4. Upon notification that a Unit Member or student has been infected with COVID-19, the Risk Manager shall initiate contact with the County Public Health Department and follow directions.
- 9.5. The District shall notify the Site Administrator of the location(s) where the infected individuals were present on the school campus during the suspected incubation/active infection period.

10. COVID-RELATED SCHOOL SITE CLOSURES

- 10.1. The District will work with the Riverside County Department of Public Health (RCDPH) to ensure that all staff and students being quarantined are given resources on how to properly quarantine and provided access to medical professionals if illness manifests itself. All school closures will follow the guidance of the California Department of Public Health (CDPH) guidelines.
- 10.2. The District shall immediately communicate any and all decisions about closures and re-opening to all Unit Members at a school site or district wide as appropriate.

11. ADHERENCE TO HEALTH GUIDANCE AND ORDER

- 11.1. The District shall adhere to the COVID-19 orders issued by the California Department of Public Health (“CDPH”) and California Department of Education (“CDE”). The Parties agree to meet as soon as possible to discuss the negotiable impacts and effects of any revisions or updates to the orders.
- 11.2. Each school site, in conjunction with the District, will develop and deploy a plan to help guide movement and interactions on campus that maximizes physical distancing in preparation for students returning to school. This plan will include egress/ingress points, directionality, student drop off and pick up, lunch, grab and go lunch, and break planning to support the reopening of schools.

12. MEETINGS AND GATHERINGS (Per Section 6.1 of the MOU Dated July 22, 2020)

- 12.1. For the duration of hybrid instruction, all meetings, including but not limited to staff meetings, PLCs, district meetings, committee meetings, training, and professional development shall have a virtual option for Unit Members. At no time during mandated hybrid instruction will in-person attendance at group meetings be required.
- 12.2. Meetings with parents, including but not limited to 504s, IEPs, SSTs, parent meetings, and parent-teacher conferences shall be conducted virtually for the duration of mandated hybrid instruction unless an in-person meeting is requested by the parent. In such cases, a minimum of six (6) feet of physical distance between all

meeting attendees for the duration of the meeting and for entering/leaving the meeting shall be followed.

13. DAILY CLEANING AND DISINFECTING

- 13.1. The District shall adhere to the “Environmental Safety Precautions” and ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, including but not limited to desks, tables, 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.
- 13.2. Disinfecting products, medically effective hand sanitizer will be provided and regularly restocked in each classroom/workspace.
- 13.3. Hand sanitizer stations shall be provided at various locations on a school campus.
- 13.4. Unit Members shall limit shared materials and supplies, especially if they are unable to be sanitized between use.

14. ACCOMMODATION

- 14.1. The District shall use the interactive process to explore and address reasonable accommodations for documented work restrictions by a licensed medical provider.
- 14.2. The Parties acknowledge the District will follow ADA laws, CDC guidelines, and the interactive accommodation process to make work safe for Unit Members with health conditions that heighten the risk of severe outcomes with COVID-19.

15. EVALUATION

- 15.1. Per Side Letter “Intent of Evaluations” Dated October 2, 2020

16. ACCESS LIMITATIONS AND ASSOCIATION RIGHTS

- 16.1. Non-district employee visitors must have pre-approval by site administration to access campus.

- 16.2. Representatives from the Association, including local Association leaders, and California Teachers Association, shall be granted access to the District worksites.
- 16.3. While on site, all visitors must adhere to CDPH safety guidelines at all times.

17. CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

- 17.1. The parties understand the COVID-19 pandemic is a fluid situation and mutually agree to review the provisions of this MOU, as necessary.

18. DURATION

- 18.1. This side letter addresses the negotiable effects of COVID-19 and expires on June 30, 2021, unless extended by mutual written agreement of the Parties. The Parties reserve the right to negotiate any additional impacts and/or additional school effects in the 2020-2021 school year. The provisions of this agreement shall not be modified and/or changed unless both parties mutually agree. This Side Letter of Agreement shall not be precedent setting nor for any basis for past practice.

Heather Tortoreti
MTA Negotiating Chair

Date:

Chad McGough
Assistant Superintendent
Personnel Services

Date: