MEMORANDUM OF UNDERSTANDING BETWEEN SANTA ROSA CITY SCHOOLS
AND
THE SANTA ROSA TEACHERS ASSOCIATION

COVID-19 PANDEMIC AND RETURN TO SCHOOL 2020-2021

This Agreement was made and entered into this day March 29, 2021, by and between Santa Rosa City Schools ("District") and Santa Rosa Teachers Association ("Association").

1. Santa Rosa City School and Santa Rosa 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 return to in-person instruction, the parties recognize the need to address the district’s teaching and learning environment and instructional model given the continuing pandemic, the Santa Rosa City Schools ("District") and Santa Rosa 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 agree that students will return to in-person instruction in a phased in model, grades KA-6 and KA-12 Special Populations (SpEd PreK -22 yrs and Newcomers) on case rates per the California Department of Public Health guidelines, as documented in the CDPH Consolidated Schools Guidance, and grade levels 7-12 will follow in accordance with the same guidelines. SRTA agrees to use the CDPH Consolidated Schools Guidance, Jan. 14, 2021 with any subsequent updates pending the meet and confer process, as minimum guidance and guidelines for a safe return to in-person instruction, with the agreements in the MOU as written taking precedence.

3. 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 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.

4. The parties recognize that schools are critical to daily life and that collaboration between local public health, education officials, and educators is the best means to determine and balance competing concerns surrounding school reopening decisions. As a minimum standard, California Senate Bills (SB) 98 and 820 provide statutory direction regarding the re-opening of schools for “in-person” instruction, and when “distance learning” may be provided.

5. The Return to School Plan, with updates presented to the Santa Rosa City Schools Board on December 14, 2020, and attached is the 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 Santa Rosa City Schools-Santa Rosa Teachers Association Collective Bargaining Agreement. The Santa Rosa City Schools-Santa Rosa Teachers Association Collective Bargaining Agreement shall be used as the basis of any unit member discipline, and as a standard for evaluations. The Return to School Plan shall not be used as a precedent beyond the 2020-2021 school year.

6. As a minimum standard, the District shall adhere to the COVID-19 guidelines issued by the California Department of Public Health ("CDPH") Consolidated Schools Guidance. 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 SRCS Illness and Injury Prevention Program (IIPP) will be updated by SRCS, as required by law, to include all aspects of health and safety parameters and protocols in this MOU.

8. Unit members who have a pre-existing medical condition as identified by the CDC, the California Department of Health or the Sonoma County Public Health Officer which makes them particularly vulnerable to life-threatening symptoms related to COVID-19 may request an accommodation through the interactive process. Each unit member who is able and available to work shall be granted an assignment as an accommodation as identified by District need. Accommodations may include, but are not limited to, the provision of personal protective equipment (PPE), heightened social distancing protocols, remote working, alternative work assignments (modified duty), alternative remote assignment, temporary reassignments (e.g., transfer to Learning House, distance learning, Independent Study, Home and Hospitals) and/or the possible use of accrued sick leave. If the unit member is unable to accept all offered alternative assignments, the interactive process and Article 11: Leave of Absence Provisions of the CBA will be used to ensure all unit members will be granted any and all available leaves (permissive, FMLA), waiving the April 15 deadline of (11.10: Other Types of Leave) 11.10.3, thus giving an opportunity other than resignation. Requests for such accommodations will be considered on a case-by-case basis and only with supporting medical documentation from a medical provider.

   a. Temporary Transfer to a Learning House, Independent Study, Home and Hospital, and Distance Learning. The District will adhere to the current contract language per Article 13 to post and notify all bargaining unit members of Learning House, Independent Study, Home and Hospital, and Distance Learning vacancies. The unit member’s request for a transfer must be submitted to Human Resources via email per Article 13.2.2.

   i. For the 2020-2021 school year only, all transfers to the Learning House, Home and Hospital, Independent Study Program, and Distance Learning will be considered temporary, and unit members will be returned to their current school of record when, in the case of accommodations, the individual no longer requires said accommodation, and in the case of all other unit members, schools are fully reopened.

9. While the HR 6201/Family First Coronavirus Response Act (FFCRA) expired on December 31, 2020, staff have access to leaves as outlined in Article 11: Leave of Absence Provisions of the CBA. Staff should contact their Human Resources Technician to discuss options.

10. Staff members who are absent for more than three (3) days due to COVID-19 exposure or have been diagnosed with COVID-19 will contact their Human Resources Technician by email. SRCS 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 may also be asked to provide health provider documentation regarding any leave related to COVID-19.

   b. Staff members will enter their absence in the Frontline Employee Management System and contact their Human Resources Technician for the next steps in documenting leave specifically related to COVID-19.
11. Bargaining 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. Classroom space – The District shall ensure teacher and other staff desks are at least 6 feet away from student desks and other staff desks. Student chairs shall be at least 6 feet away from one another, center to center. Each student desk will have a plexiglass shield and each room equipped with two (2) HEPA air purifiers.

   a. A maximum capacity for each room will be established and posted, including both students and adults. Stable groups, as defined by the CDPH Consolidated Schools Guidance, will be a maximum of 16 individuals for grades KA-12. Students and teachers who remain in Distance Learning will adhere to class sizes per the contract. Six (6) feet physical distancing must be maintained. The number of students in each Stable group may need to be fewer than 16 to accommodate room size and additional adults (student teachers, instructional aides, co-teachers, etc).

   b. Prior to the first week of return to in-person instruction, unit members shall have the opportunity to inspect classrooms, work areas, and other spaces and verify all physical distancing and cleaning safety protocols have been met, and stable group size will be adjusted if needed to meet safety protocols.

   c. For all positions that perform one-on-one student interaction, a room or office will be equipped with an adequate supply of PPE, including plexiglass as necessary, masks, gloves, and cleaning supplies. Seating will be spaced at least 6 feet apart to ensure physical distancing can be maintained when meeting with students.

13. Student break/snack/recess/dismissal – SRCS will follow the contract Article 6.1 with regard to a duty-free lunch and a relief period. Elementary students will remain in their stable groups and eat in their classroom or outside, where six (6) feet physical distancing must be maintained. Secondary students will eat in designated areas inside and outside where six (6) feet physical distancing must be maintained. Teachers will support the process of dismissal [for 10 minutes], including activities such as the passing out of lunches at the classroom door, walking of students to the bus/pick up area, and additional supervision support.

14. Staff meetings/Professional Development/Collaboration – The District shall not require in-person staff meetings, department 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 for entering/leaving the meeting. In-person meetings shall be held outdoors, if possible. Unit members assigned to the Learning House, Home and Hospital, Independent Study, Distance Learning, or other remote assignments shall not be required to attend any in-person meetings.

15. Common Spaces - Physical distancing shall be maintained in common or shared spaces such as cafeterias, libraries, hallways, and playgrounds.

16. The District shall require the use of facial coverings that meet the state’s approved face coverings in the Consolidated Schools Guidance for all students, staff, parents and community members at any school site or district building. All face coverings must follow site dress codes on a site.

   a. Individuals who refuse to wear a facial covering or do not follow the site’s dress code will be offered a face mask, and if refused, access to all district buildings and rooms will be denied. Individuals who cannot wear a mask because of a documented health issue or special education qualification based on an IEP or doctor’s order shall instead be required to wear an appropriate or prescribed face covering.
b. Masks and face shields shall be required or exempted as outlined in the Consolidated Schools Guidance. Three-ply masks and face shields will be provided to all unit members on an as needed basis.

17. KN95 mask, surgical masks, and face shield will be provided to district nurses, certificated staff caring closely for individuals with COVID-19 like symptoms and will also be provided for those unit members with high numbers of daily workplace contacts.

18. The District shall comply with the following hand washing logistical requirements:
   a. Every room with a sink shall be stocked with soap, hand sanitizer, and a paper towel dispenser
   b. Every classroom shall be provided hand sanitizer
   c. Non-classroom work-areas and office areas shall be provided hand sanitizer
   d. 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.
   e. As available, additional portable hand-washing stations, one (1) for every classroom without a sink, shall be added outside each of these classrooms where possible, and shall be maintained, stocked and sanitized on a regular schedule.

19. The District will provide SRTA with a plan and procedure for maintaining stock of PPE, distribution of supplies to unit members, the safe storage of disinfecting agents at each school site, and descriptions of enhanced cleaning processes. This plan shall be provided before the first week of return to school.

20. Daily cleaning and disinfecting – The District shall ensure that all classrooms, common spaces, restrooms, hallways, and workspaces are cleaned and disinfected at least according to the District COVID-enhanced cleaning schedule (Cleaning Schedule) daily, between class sessions, and between cohorts including but not limited to desks, 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.
   a. Within each stable group where students move to another class and teacher, a passing period will be allocated with enough time for high touch (e.g. student desk, faucet) surfaces to be cleaned. These high touch surfaces may be cleaned by staff and/or students as a part of their Routine Hygiene Practice each day, but these routines shall not replace daily cleaning and disinfecting.
   b. Sufficient cleaning supplies for the routine hygiene practice shall be provided to each classroom.

21. For each non-classroom work area, common space, and classroom, a cleaning form will be posted for sign-off at the completion of a cleaning. Unit members will notify the principal if the checklist is not available or incomplete. Upon notification, a site administrator will take appropriate steps to have the area in question cleaned to minimize interruption to schedules. If a classroom is the area in question, the teacher and students will wait outside, observing social distancing protocols, until appropriate measures are taken.

22. HVAC – The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to the maximum capacity that an individual HVAC unit can handle without damage.
a. An outside assessment with recommendations by HVAC unit for the percentage an air damper can reasonably be opened without harming the unit will be performed and shared with SRTA on or before return to in-person instruction. Air filters, with a minimum efficiency reporting value (MERV) of at least 10, shall be installed at all HVAC locations and changed at the recommended intervals by an outside contractor. Each classroom and other rooms will be equipped with two (2) HEPA air purifiers. Plexiglass shields will be provided to each student-desk in a classroom. Bipolar Ionization units will be installed in each HVAC unit.

b. A log of each site’s completed HVAC filter change will be maintained and available to each site’s SRTA site representative before returning to in-person instruction.

c. All classrooms and/or other rooms shall be equipped with two low noise air purifiers with HEPA filters with a large enough capacity and flow rate for the square footage of the room. HEPA air filters have been provided for all classroom, library and office locations.

23. The District shall expect all students, employees, and visitors self screen for symptoms daily prior to entering school.

a. Unit members shall be required to self screen and report through the “ParentSquare Daily Health Screener.”

b. Per the Student and Family Handbook: COVID-19 Safety and through progressive interventions, any student failing to follow these standards may be asked to return to Distance Learning. Staff and students with any symptom consistent with COVID-19 shall be sent home or sent to an isolation area on site pending travel home.

   i. Isolation Area Information guidelines shall be followed.

   ii. For Elementary, temperature checks for students, via no touch thermometers, completed at entry areas by site staff.

   iii. For Secondary, students will self screen before arriving at school through the “ParentSquare Daily Health Screener.”

   iv. Student and staff responses through the ParentSquare Daily Health Screener will be monitored daily via random sampling by site administration. Link to Parent Agreement

c. Staff or students who have had documented contact with a person with COVID-19 must quarantine for a full 10 days before returning to work or school, even if they have had a negative test or doctor’s clearance before that. Staff shall also reach out to their Human Resources Technician to determine accommodations during this quarantine period.

24. Santa Rosa City Schools, through the COVID-19 Coordinator, will provide any information necessary to the County Public Health Department for them to conduct testing and contact tracing per their protocols Consolidated Schools Guidance.

25. Handwashing – Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon arrival to their classroom, office, or common area, and every time a classroom is entered.
26. In the interest of all unit members getting consistent messaging districtwide, all communications, notifications, processes, procedures, and guidelines originating with the COVID-19 Coordinator pertaining to the safety of the unit members will be disseminated directly to the unit members via email, memo or other direct means of communication while adhering to all applicable confidentiality requirements.

27. Unit members shall be notified in accordance with AB 685, where a person with a confirmed positive case of COVID-19 was present on a work location during their infectious period.

28. Pay/Benefits – Unit members shall continue to receive their contractual compensation and benefits. If extracurricular duties can still occur remotely, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement. 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).

29. Access to Worksite - To comply with guidelines from health officials to stay home as much as possible to promote the lowest risk of infection for students and staff, unit members in the hybrid model will work on campus four (4) days per week, and may choose to work remotely each non-student day.
   
a. Bargaining unit members in the Learning House and Distance Learning, and other remote assignments, may access their classrooms as needed after school hours, and work from their classroom/office or assigned safe workspace, if possible, as long as it does not interfere with regular classroom cleaning. The room cannot be used if it has already been cleaned and sanitized for the following day. Unit members will make their best effort to provide reasonable advance notice to promote effective social distancing on site.
   
b. Home and Hospital and Independent Study Program (ISP) program unit members shall have access to school sites as needed as long as it does not interfere with classroom cleaning.
   
c. Once in-person learning has begun, unit members will have the option to work from home during asynchronous time. Unit members shall be available for the various interactions that constitute live daily interactions with students, common planning time, communication with parents, other staff, and administration.
   
i. Elementary and Secondary unit members are expected to work on-site unless exempt due to an accommodation through the Interactive Process. Unit members will have the option to work from home after student dismissal each school day. Unit members may leave campus at lunch but are expected to fulfill their professional duties until the contracted workday ends. There will be no disciplinary action for performing these responsibilities remotely after lunch. There will be disciplinary action for being unavailable during the contracted workday. Personal appointments should be made after school. If it is impossible to schedule the personal appointment after the contracted work day ends, then the appropriate entry into Frontline will be made.

30. Bargaining unit members shall not be directed or required to report to the district in person while working under the Learning House model. All unit members will participate in optional district and site based Professional Development virtually. In the event 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 six feet physical distance between themselves and other individuals 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.

a. Requests for supplies and equipment for staff to work remotely must be approved by the site principal, the Director of Purchasing, and the COVID-19 Coordinator.

b. After approval, requests for reimbursement for the supplies and equipment must be submitted with an itemized receipt to your school site administrator for final approval to be reimbursed.

c. Any item purchased without pre-approval will not be reimbursed.

d. The District will provide a clear process and procedure for purchasing supplies and equipment.

e. The ability to work remotely on Wednesdays does not preclude any part of Item 39 from this MOU that requires in-person meetings, and IEPs at the request of the parent/guardian.

31. Expectations of Bargaining Unit Member - Bargaining unit members shall be responsible for planning appropriate essential standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow up.

a. Bargaining unit members shall develop and post a syllabus (secondary) or class expectations and information sheet (elementary) with information on accessing the teacher’s Distance Learning platform (for students remaining in Distance Learning) (e.g. Google Classroom), contact information, grading policy/standard-based grading guidelines, assignments, and daily live interaction.

b. Due to reduced instructional minutes, the District and the Association acknowledge and agree that unit members will focus on the District established essential standards in each subject area and grade level. If a department/grade level team/etc. has identified essential standards, then those should continue to be used, as long as they are aligned to the CCSS. Department leaders/grade level team leaders should bring that information to elementary and secondary leadership team meetings to inform instructional decisions.

c. Upon a return to in-person instruction, teachers will provide an updated syllabus (secondary) or class expectations and information sheet (elementary).

32. Evaluation - The evaluation process for the 2020-2021 school year shall contain an asterisk as the teaching and working conditions, and circumstances have changed greatly. These circumstances shall be considered and documented in the final evaluation document. Regular evaluations as described in Article 9 will occur for all staff scheduled to be evaluated for the 2020-2021 school year.

a. All unit members will have the option to be evaluated using Option 2, as described in Article 9.3 of the District-Association CBA.

b. Administrators retain the right to visit in-person classes, and will be provided access to virtual classes only when delivering live instruction, upon notification, in order to support teachers with growth in instructional practices.
33. Hybrid Model – During the 2020-21 school year and to address safety and health concerns arising out of the current COVID-19 pandemic, bargaining unit members in the hybrid model are expected to work and be available during their normal contractual work hours and five-day work weeks. The five-day work week (Monday through Friday) for all bargaining unit members in the hybrid model shall include four (4) days in-person instruction and one (1) day per week with student instruction provided only through distance learning.

   a. When students are not present on campus, they shall be assigned asynchronous distance learning activities. In order to provide students and parents with consistency and to avoid conflicts, live daily interaction shall be scheduled during the same times each day. As described in SB 98 (SB 98 Summary), 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 (Google, Seesaw, Zoom, etc.).

   b. Live daily interaction should include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and/or content that provides the bargaining unit member opportunities to provide the student encouragement and feedback.

34. To minimize a loss of in-person instruction, the Instructional calendar will be adjusted in such a way that stable group A and stable group B are not negatively impacted by weeks with local, state or federal holidays. Professional development, collaboration, staff, department, and other meetings will not be scheduled in weeks with fewer than five school days.

   a. These activities will be moved to other weeks. The school day Instructional Schedules in RTS 3.0 and agreed to in this MOU shall be utilized by all schools (with the exception of Lawrence Cook Middle School to accommodate a 7 period day and Ridgway High School to accommodate a 5 period day), and the contract work day for all unit members in the hybrid, Learning House, Distance Learning, and Intermittent Distance Learning model [attached] will adhere to the current contract language of Article 6.1, 6.2.1 and 6.6.1.

   b. Zero periods will continue to allow for as much opportunity as possible for students to participate in the classes offered during zero period (ie: music, choir, physical education, leadership).

   c. For the period covered by this MOU only, the portion of Article 6.2 limiting classroom teaching to 305 minutes per day shall be waived at all secondary sites, to accommodate block schedules.

35. Distance Learning and the Learning House Model - During the 2020-21 school year and to address safety and health concerns arising out of the current COVID pandemic, families may choose distance learning only for their students. The five-day work week (Monday through Friday) for all bargaining unit members in this model shall include both synchronous and asynchronous teaching and will follow the schedules in this MOU (Instructional Schedules). Home and Hospital unit members shall not be required to visit students in their homes. The contract work day for all unit members in the Distance Learning/ Learning House model will adhere to the current contract language of Article 6.1, 6.2.1 and 6.6.1.

36. Student information System (SIS) -- the use of the SIS for recording and posting of grades shall be encouraged but not be required beyond the current expectation of quarter, semester, trimester and IPR grade. Unit members will establish, communicate out and maintain a regular platform for communicating
student progress and will include a communication process in their class Information Sheet/Syllabus to be co-created with representatives from the Association based on requirements from 2020 CA Senate Bill 98 SB 98 Summary and the skills identified in the essential standards.

37. Attendance -- the unit member will endeavor to record attendance in the SIS within the first 20 minutes of each day/period for in-person students. Unit members will record attendance by the end of each in-person work day, and by the end of the following work day for online learning students.

38. Weekly Engagement Records -- SRCS will adhere to CDE guidelines on Distance Learning for tracking daily participation and weekly engagement. All teachers taking attendance must complete the SRCS Weekly Engagement Tracking by the end of the week to certify attendance and document student engagement activities/lessons for synchronous and asynchronous instruction.

39. Once in-person instructional learning begins, either for the associated grade-levels (i.e. KA-3 or 4-6) or for Pre-18 Special Education ESN programs: Preschool ESNs; Elementary, Middle, High School, Preschool Speech; DHH Infant and DHH; and CEP, RISE for ERMS and Clinical mental health services populations, all services (Speech, ERMS, OT, Psychology, A.P.E.) will be provided through in-person instruction consistent with other small-group or one-on-one settings noted in this MOU. Distance Learning will continue to be an option for students based on parent choice. (See ESN Special Education Instructional Model) Special Education Case Managers shall follow all IDEA timelines and regulations.

   a. All IEP, 504, and SST meetings may be held in person or remotely via phone/video conference or in combination.

   b. The District shall follow all physical distancing and safety protocols previously described in this MOU for all in-person gatherings/meetings.

   c. Special Education Teachers and Specialists will be given an opportunity to voluntarily accept reassignment to provide in-person instruction to groups of students that are not assigned to their caseload. In the event there are not enough or sufficient volunteers, Special Education Teachers and Specialists may be temporarily (until the end of the school year) involuntarily reassigned to provide in person instruction to groups of Special Education students that are not assigned to their caseloads. Although Special Education Teachers and Specialists may not directly service all students on their caseloads, they will still be responsible for case management of their assigned caseload of students.

40. 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. Assessments shall be completed in the same manner as student instruction. Students attending classes on campus will be assessed in person, while students who continue to attend school virtually may be assessed via virtual assessment.

   b. Personal Protective Equipment will be provided due to close proximity between assessor and student. District shall provide a safe space for SPED student assessment which will include six feet of distance between the proctor and the student, a plexiglass divider between the proctor and the student, and sanitized assessment tools and protocols for both the proctor and the student.
c. For all positions that perform one-on-one legally required student testing (e.g. school psychologists, speech, nurses, educational specialist teachers, and any other SRCS staff), at least one safe space per site will be set up for testing.

d. The room will be equipped with an adequate supply of PPE, including plexiglass as necessary, masks, gloves, and cleaning supplies. Seating will be spaced at least 6 feet apart to ensure physical distancing can be maintained when testing.

e. 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.

41. Unit members shall make every effort to use the online learning platforms SeeSaw (KA-3) or Google Classroom (4-12) districtwide.

a. Classrooms will be provided backup student devices and charging capabilities (power strips) in their classrooms for in-person class days. Used backup devices will be disinfected after each use throughout the day. After use, the student should use a District provided sanitizing wipes to sanitize the borrowed device.

42. Professional Development on non-pupil days - Wednesday professional development times are to be utilized by unit members to participate in and attend site based or district wide to meet student outcomes as determined by district essential standards, MVP, LCAP, SPSA, and WASC goals.

a. Training on specific topics shall be offered on a variety of levels, shall be part of a menu of options, and will be self selected by the member, on an as needed basis.

b. During in-person instruction, Wednesday professional development will continue to be held via a virtual platform. In-person professional development shall not be required, with the exception of March 31 and April 21.

c. Unit members who teach professional development sessions will be compensated at the extended day rate, and compensation of three (3) hours of paid prep time for each hour of training.

43. SRTA reserves the right to meet, and confer on each event that may lead to the closure of one or more schools, utilizing the closure guidelines of the RTS Plan.

44. Physical Education - Physical Education stable groups will be a maximum of 16 individuals for grades 7-12. Once classes move indoors, indoor spaces must be large enough to allow a stable group of 16 individuals with 6 feet of separation or stable groups will be reduced in size to match the space. Students and teachers who remain in Distance Learning will adhere to class sizes per the contract.

a. Teachers will be provided with spray bottles of disinfectant to clean supplies and equipment.

b. Students are expected to participate in activities without changing into PE clothes to minimize risk of spread. Masks are to be worn at all times and 6 feet of distancing will be required. Additional disposable masks will be provided by the district to replace soiled disposable masks from sweat.

c. The use of shared equipment will be determined by local health guidelines and CIF.
45. Elementary Specialists (aka “prep teachers”) will provide their students Distance Learning as their primary means of instruction regardless of which model is being utilized.

   a. Class sizes are not applicable to a distance learning model for Elementary Specialists.

46. Substitute Coverage - A cohort of substitutes will be hired to support school sites. Substitutes will be provided training in the instructional models represented in the RTS plan. They will also be trained in the use of SIS, and distance learning and communication platforms (e.g. Google Classroom, Seesaw, Zoom, etc.)

   a. Substitutes will be held to the same screening measures and health protocols as all regular employees.

   b. In the event that no substitute is available to monitor the stable student group in a teacher’s absence during instructional time, other certificated staff (e.g. TOSA, reading specialists, administrator, etc.) will be used to provide supervision of a teacher created lesson plan should a teacher and/or sub be absent, or in the event a classroom is not covered, a district-office certificated staff will cover the class.

   c. To minimize stable group mixing, for elementary, a substitute or other certificated staff shall support no more than two (2) stable groups in a school day, and for secondary, no more than three (3) stable groups in a school day, per Sonoma County Public Health.

   d. In the event a substitute is not available, two (2) or more stable student groups will not be combined in order to provide instruction, nor shall a single stable group be divided and separated into other stable groups.

47. Surveillance Testing: The District will conduct Surveillance Testing in accordance with Table 3 of the Consolidated School Guidance.

48. Due to the evolving nature of the pandemic, the Association 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.

49. 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.

50. SRTA unit members shall return to in-person instruction as stated in the table below after the District or SCOE provided opportunity to receive both vaccinations has occurred, excluding those who choose not to be vaccinated and will return with the first group of unit members receiving the two vaccinations.

   a. Opportunity, as used above, shall mean a unit member has received, through SCOE or the District, an appointment for an in-person vaccination within 70 miles of the district office, and that upon presenting themselves at said appointment, a Moderna, Pfizer or Johnson & Johnson vaccination is administered.

   b. Unit members shall not be required to vaccinate.

   c. If SCOE or the District does not provide the opportunity for the unit member to receive a second vaccination before April 1, the unit member may continue to work remotely with a substitute in the
classroom or, voluntarily return to in-person instruction prior to receiving the second vaccination.

d. 7-12 unit members may have the opportunity, as defined above, to have two vaccinations within the time frame to start in-person instruction on April 26th. If the opportunity is not provided, the unit member may continue to work remotely with a substitute in the classroom, or, voluntarily return to in-person instruction prior to receiving the second vaccination.

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<thead>
<tr>
<th>Grades Reopened</th>
<th>KA-6 ESN: Pre-12 SpEd, Newcomers</th>
<th>7-12</th>
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<tbody>
<tr>
<td>On-site Teacher Transition</td>
<td>March 29-31</td>
<td>April 21-23</td>
</tr>
<tr>
<td>Students Begin In person Dates</td>
<td>A - Thursday, April 1st</td>
<td>B - Friday, April 2nd</td>
</tr>
<tr>
<td>Red Tier with 2 Vaccinations</td>
<td>Determination of meeting the Red Tier criterion: Schools are now eligible to open the first day a county is in the Red Tier (i.e., the Wednesday following the Tuesday announcement of the weekly county tier assignments on the Blueprint website), without a five consecutive day waiting period. The guidance now provides a three-week eligibility window for reopening after a county has met the relevant metric for school re-opening, regardless of increases in case rates during that time or reversion back to the Purple tier.</td>
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<tr>
<td>School Closures</td>
<td>• Within a 14-day period, an outbreak has occurred in 25% or more stable groups in the school. • Within a 14-day period, at least three outbreaks have occurred in the school AND more than 5% of the school population is infected. <strong>CDPH Guidance</strong></td>
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</tbody>
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51. All Elementary unit members will participate in on-site re-entry protocols review on March 29-31, prior to the return of students. Two hours will be provided during the workday for unit members to prepare for synchronous and asynchronous instruction. All Secondary unit members will participate in on-site re-entry protocols review on April 21-23, prior to the return of students. Two hours will be provided during the workday for unit members to prepare for synchronous and asynchronous instruction. On-site work will resume for KA-6 starting April 1, and for 7-12 starting April 26. **Re-Opening Schedules**
52. SRTA unit members will participate on a COVID Site Safety Verification Team at each site, made up of at least one person from each of the following positions: Administration, Nurse, Other SRTA Unit Member, CSEA, Parent, and Custodial. The team is responsible for reaching a consensus to verify the progress of every item listed on the jointly constructed SRTA/SRCS Site Verification forms. This checklist is a working document, and the COVID Site Safety Verification Team shall continue to update the progress of each item, and revise verification dates.

This MOU is subject to Article 4, 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.

Dated: March 5, 2021

For the Association:

For the District:

Anna Trunnell, Assistant Superintendent
Human Resources, SRCS

Rick Edson, Deputy Superintendent
Business Services, SRCS

Dr. Diann Kitamura
Superintendent, SRCS

Supporting members of the SRTA Association and SRCS District negotiating teams:

SRTA Negotiating Team

Alma Conde
Kristine Erken
Florentino Garcia
Danita Haynes
Ian Myers
Dorisanne Regan
Dan Swedenborg

SRCS Negotiating Team

Dr. Anna Guzman
Steve Mizera
Gabe Albavera
Tim Zalunardo
Kelley Dillon
Kristen Vogel
Vicki Zands

Ratified by SRTA: March 17, 2021

Approved by the Board: March 17, 2021