

Memorandum of Understanding between the Grass Valley School District and the Grass Valley Teachers Association

August 7, 2020

The Grass Valley School District (“District”) and the Grass Valley Teachers Association (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus COVID-19 and the physical opening of schools and the provision of distance learning during the 2020-2021 school year. We are working together to create the safest and most productive learning environment possible.

The Grass Valley School District and the Grass Valley Teachers Association recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families, while also providing equitable access to education for students. The mutual goal is to ensure the safest learning environment while providing the best possible learning opportunities.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement (“CBA”) not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) *California Government Codes 3540 et seq.* apply and remain in effect.

Section 1.0-Definitions

- “Classroom” – is any academic, learning, assessment, or instructional space used by students, certificated, classified, parents, administrators, or other adults on a school campus. This applies to both indoor and outdoor learning spaces, and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus.
- “Cohort” – is a designated group of students who attend school together. Cohorts are designed to remain stable and intact in order to prevent the spread of infection and illness arising from COVID-19. Classroom cohort sizes supersede class size language in the CBA for in-person learning during the life of this MOU.
- “Common Equipment” – is any school equipment or structures that are designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, physical education equipment, any equipment used in

classes, pens, pencils, etc.

- “Common Space” – is any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but is not limited to, school offices, nurse stations, blacktops, quads or outdoor gathering spaces, hallways, bathrooms, etc.
- “Face Coverings” – cloth face coverings or masks as recommended by federal, state, and local public health guidance.
- “Hand Sanitizer” – this product must contain at least 60% alcohol. Ethyl alcohol is preferred and should be used when there is the potential of unsupervised use by children. Isopropyl alcohol hand sanitizers are more toxic and can be absorbed through the skin. Hand sanitizers containing methanol are toxic and shall not be used. (see CDC and FDA Advisories.)
- “Live, In Person Instruction” *Education Code* Section 43503 requires that distance learning include “daily live interaction.” Daily live interaction is two-way communication between a certificated employee and student each instructional day, at the actual time of occurrence. Daily live interaction is required for every student with both a certificated employee and their student peers. In particular English learners, and students with special needs benefit from daily oral language development opportunities.

Examples of daily live interaction include in-person and virtual communication or interactions, including but not limited to synchronous online instruction (per statute) and phone calls where both parties communicate at the time of occurrence. One-way communication, including voicemails, emails, or print materials, is not considered a live interaction.

- “Personal Protective Equipment” – this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and includes face coverings, masks, N95 respirators, face shields, neck guards, barriers, gloves, goggles, etc.
- “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.
- “Synchronous and Asynchronous Instruction” Synchronous learning is online or distance education that happens in real time, whereas asynchronous learning occurs through online channels without real-time interaction. Many hybrid learning models will include a blend of both asynchronous and synchronous online learning.

Section 2.0 Learning Models

Due to the ever changing public health needs with COVID-19, our District has defined Phases 1, 2 and 3 in order to guide our planning. Listed below are the three phases that have been established to meet the needs of the current health challenges, as defined by the CDC and the Nevada County Public Health Department.

2.1 Phase 1--Learning at Home (Online Learning)

- Students learn at home
- Teachers and service providers will connect with students remotely
- Instruction may include a combination of live instruction, digital or hard copy assignments and/or pre-recorded lessons

2.2 Phase 2--Hybrid Model

- Reduced student numbers for part day on-site classes with students in cohorts
- Two days of in person instruction and three days of learning at home
- Alternating days of student at school learning (e.g. Cohort A=Monday/Tuesday and Cohort B=Thursday/Friday)

2.3 Phase 3--Traditional School with Safety Precautions in Place

- All safety practices and guidelines as outlined by the Nevada County Public Health Department and CDC will be followed
- Full school day of instruction

Please Note:

- Full, 100% online learning will be offered in addition to the three phases outlined above based on family preference and medical needs.
- All student services, including but not limited to Special Education services, support for English Learners and 504 accommodations, will be provided.

We mutually recognize that this is a fluid and dynamic situation. We are working to be consistent and flexible in an effort to respond to the critical guidance of our health leaders: CDC and Nevada County Public Health. We anticipate moving up and down between phases, as the COVID-19 pandemic fluctuates. Throughout each of these phases meal services to students, technology support (when needed), and social-emotional support will be provided. Extra-curricular activities will only be provided when safe.

Section 3.0 Safety Mitigation and Instructional Structures

- 3.01** The District shall adhere to the COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), California Department of Industrial Relations Division of Occupational Safety and Health ("Cal-OSHA"), and Nevada County Public Health department.
- 3.02** Where there is a conflict between the various guidelines or orders, the District shall adhere to the most restrictive guidelines or orders in order to minimize potential health and safety risks for all unit members, students, and their families.
- 3.03** The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines in section 3.01.

3.1 PPE

- 3.1.1 The District shall provide PPE to all unit members and students for each day that unit members or students are required to report to school sites. For those staff members in a more vulnerable group, there will be N95 masks available, upon request.
- 3.1.2 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 and follows district and school site dress code regulations.
- 3.1.3 Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE.
- 3.1.4 If the District fails to provide sufficient PPE for the day, individuals without PPE will be sent home for the day. Unit members sent home due lack of PPE will receive their full daily rate of pay. Any in-person classes taught by the unit member will resume when sufficient PPE is available.
- 3.1.5 Face coverings are required to be worn properly at all times by all individuals on a school campus indoors or outdoors. This applies to all staff, all students in grades 3-12, all administrators, and any visitors on campus. Students in grades TK-2 are recommended to wear masks if possible. The District shall develop and share with staff a plan to deal with students and others who are not in compliance with the face covering requirements.
 - 3.1.5.1 Face coverings shall not be required for students or staff if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist. The need for a specific student's accommodation shall be communicated with all staff and shall remain confidential.
- 3.1.6 In limited situations where a face covering cannot be used for pedagogical or developmental reasons, (i.e. communicating or assisting young children or those with special needs) a face shield can be used instead of a cloth face covering while in the classroom as long as the wearer maintains physical distance from others, to the extent practicable. Staff must return to wearing a face covering outside of the classroom.

3.2 Substitute Coverage

In the event that substitute coverage is not available, the school site administrator will request certificated volunteers to provide coverage. Volunteers providing support will be compensated per the current collective bargaining agreement. No unit members will be obligated to supervise additional cohorts

without their consent. If no volunteers are available, the principal will come up with a solution that follows all state public health guidelines. Classified employees will not be utilized as the teacher of record.

3.3 Days and Hours

- 3.3.1 August 11th, 12th, and 13th will be offered as optional professional development provided by the Nevada County Superintendent of Schools Office. Staff will be paid at the contract rate to attend.
- 3.3.2 August 14th will include a welcome back district virtual meeting along with staff meeting/training for staff. Mandated training via School Works will include critical COVID-19 information. Staff will have from 2pm to 4pm as work time to prepare for the school year.
- 3.3.3 August 15th will be offered as an optional professional development day provided by the Grass Valley School District. Staff will be paid at the contract rate to attend. Additional follow up after hours sessions will also be provided to ensure support with Google Classroom, SEL, and Engagement PD.
- 3.3.4 August 18th will become a teacher work day.
- 3.3.5 August 19th will become the first instructional day with students.
- 3.3.6 August 19th-21st (The first three days of school), will include uninterrupted teacher preparation time from 2-4pm.
- 3.3.7 The intention of the first three days is to provide a “Week of Welcome” for students and families. The top priority for staff will be meeting with and transitioning students into a successful school year.

August

Sun	Mon	Tue	Wed	Thurs	Fri	Sat
2	3	4	5	6	7	8
9	10	11	12	13	14 PD Day	15
16	17 WD	18 WD	19 1st Day	20	21	22
23	24	25	26	27	28	29

Yellow - Optional PD sessions

Orange - Initial Contract days

3.4 Leaves

Unit members will be entitled to all leaves outlined in the current GVTA/GVSD collective bargaining agreement. Additional coverage will be provided through the Families First Coronavirus Relief Act (FFCRA) . This act currently expires on December 31, 2020. This District will notify all employees of FFCRA protections via email, and a hard copy will be posted in staff rooms.

3.5 Transfers and Assignments

3.5.1 Transfers and Assignments are covered under the collective bargaining agreement.

3.5.2 Staff who feel they need accommodations should begin the Interactive Process by contacting the District Office.

3.5.2.1 Interactive Process--Upon receiving a request for reasonable accommodation from a qualified individual with a disability or qualifying medical need, the superintendent or designee shall:

1. Determine the essential functions of the job involved.
2. Engage in an informal, interactive process with the individual to review the request for accommodation, identify the precise limitations resulting from the disability, identify potential accommodations, and assess their effectiveness.
3. Develop a plan for reasonable accommodation which will enable the individual to perform the essential functions of the job or gain equal access to a benefit or privilege of employment without imposing undue hardship on the district.

3.6 Childcare

The District will make reasonable attempts to provide low cost school-aged childcare for staff. Such services may require a minimal cost to unit members. Childcare shall follow all health and safety precautions as outlined in this MOU.

3.7 Work Location

3.7.1 Work Location (Phase 1) The preferred work location is on school sites. However, unit members will be given the option to work from either their assigned work site or from home. Unit members must notify their administrator whether their primary work location will be home or the work site. Thereafter, unit members must notify their administrator of any variance to that schedule.

3.7.1.1 Unit members who opt to work from home:

- Must have adequate internet access to conduct Distance Learning as well as a professional environment in which to work. The District shall not reimburse unit members for internet access or any other item needed for the ability to work from home.
- Shall be allowed to bring home needed portable devices such as desktop/laptop computers, video cameras, and headphones in order to conduct Distance Learning. Any devices taken home need to be pre-approved by District administration.

3.7.2 Unit members must be able to report to their assigned work location in no fewer than twelve (12) hours of a request to do so from their supervisor.

3.7.2.1 A Unit Member who is not meeting expectations of Distance Learning in a work-from-home environment (as determined by their supervisor, e.g. not adhering to the set instructional schedule, internet connectivity issues) may be required to perform Distance Learning from their assigned school site/District facility.

3.7.2.2 Generally, before a unit member is required to perform Distance Learning from their assigned school site/District facility, the Supervisor will notify the unit member of the specific concerns and provide the unit member with an opportunity (which may include coaching) to make adjustments that address those concerns. If the concerns persist, the unit member shall be required to return to the school site/District facility.

3.8 Pay and Benefits

Pay and Benefits will remain in line with the agreed upon CBA.

3.9 Specialists/Electives/Physical Education

Both parties acknowledge the enrichment that specialists, electives and physical education teachers add to the learning environment. Site specific school schedules will be developed with staff input to ensure all required and enriching learning takes place.

3.10 Special Education Services

3.10.1 Both parties acknowledge the critical specialized academic services that our staff provide. IEP services will be continued in line with individual plans. Any services that must be provided in an in person fashion will be conducted according to all public health guidelines. Any services that can be appropriately provided virtually (during Phase 1) will continue in this fashion.

3.10.2 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.

- 3.10.3 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.
- 3.10.4 For all positions that perform one-on-one legally required student testing (e.g. school psychologists, speech, nurses, educational specialist teachers, and any other GVSD staff), at least one safe space per site will be set up for testing.
- 3.10.5 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.

3.11 Staff Meetings in All Phases

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.

3.12 Google Classroom

- 3.12.1 Google Classroom is the chosen district instructional platform for distance learning. This was decided during the 2019-20 school year with staff input.
- 3.12.2 School Leadership and administration will be able to access all Google Classrooms to observe high quality instruction just as they would do in a traditional, in person setting. Scheduled visits are encouraged to maintain instructional quality.

Section 4.0 COVID-19 Exposure and Cohort/School Site Closure

- 4.1 Staff, administrators, and students who are experiencing COVID19 symptoms, believe they have been exposed, or are sick are expected to remain home and shall not be permitted on a District site while sick.

- 4.2 If a staff member, administrator, student, tests positive for COVID-19, the site will adhere to the Nevada County Department of Public Health document COVID-19 Exposure Guide for Schools. -The District or site administrator will ensure that the students will have a certificated teacher providing distance learning instruction. The bargaining unit member, if medically able to do so, shall continue to provide instruction during distance learning.
- 4.3 The District will work with the Nevada County Department of Public Health to ensure that all staff and students being quarantined are given resources on how to properly quarantine and provided information on how to access medical professionals if illness manifests itself.
- 4.4 All closed classroom spaces, worksites, rooms, school sites, or other District facilities shall be thoroughly cleaned and disinfected prior to being re-opened for in-person learning.
- 4.5 The District shall communicate decisions about closures and re-opening to all bargaining unit members at a school site or district wide as appropriate. Such communication shall be by email or by telephone.

Section 5.0 Evaluations

- 5.1 Evaluations in which observations were not completed for the 2019-20 school year will be waived and restarted in the 2020-21 school year, unless site administration and the unit member mutually agree to complete the in-progress evaluation.
- 5.2 The period of time from the start of the school year through September 30, 2020 shall not be used to evaluate bargaining unit members in order to allow time for bargaining unit members and administrators to adjust to a new model of instruction. The evaluation process shall begin on October 1, 2020, with all observations and final evaluations concluded by the designated end date in the CBA.
- 5.3 All evaluation cycles are subject to the language that is outlined in the CBA. The Parties agree to meet and discuss the evaluation process for the 2020-2021 school year as needed.

Section 6.0 Staff Support and Training

- 6.1 Consistent with federal, state, and local public health officer guidelines, all staff shall be trained in the following areas, including but not limited to:
 - 6.1.1 Reinforcing the importance of health and safety practices and protocols;
 - 6.1.2 Cleaning and disinfecting protocols, cleaning supplies and equipment;

- 6.1.3 Physical distancing requirements, personal protective equipment, and stable classroom cohort protocols;
 - 6.1.4 Health screening protocols and procedures;
 - 6.1.5 Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;
 - 6.1.6 Protocols on responding to individuals with a family member or someone in close contact with a student or staff member who tests positive for COVID-19;
 - 6.17 Protocols on responding to a student or staff member testing positive for COVID-19;
 - 6.18 Any other orders or guidelines in operation at a District site for which a bargaining unit members are expected to understand and comply with.
- 6.2 The District shall provide appropriate software and training for bargaining unit members required to engage with students in a virtual setting either as part of in-person learning, distance learning, or a hybrid model.

Section 7.0 Consultation Rights and Reserve Right to Further Negotiate

- 7.1 The District shall prepare a “Learning Continuity and Attendance Plan” for the 2020-2021 school year in consultation with and reflecting meaningful input from students, the Association, and parents. The District shall provide a copy of the “Learning Continuity and Attendance Plan” in draft format at least 24 hours prior to adoption of the plan by the Board of Trustees.
- 7.2 The District shall provide all bargaining unit members at a school site with the name of the individual and their work email address designated as the single point of contact from each school site and/or District work location as required by the CA Dept of Public Health.
- 7.3 Due to the evolving nature of the pandemic, both parties reserve the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

Section 8.0 Duration

- 8.1 The Parties share joint interests in keeping communications open and working

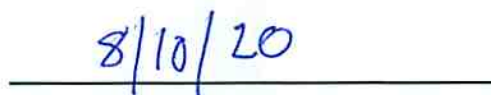
collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.

- 8.2 This MOU shall expire in full without precedent on June 30, 2021, unless extended by mutual written agreement of the Parties.

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

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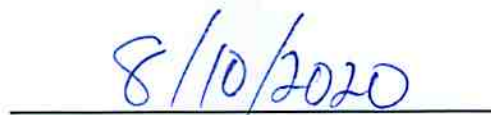
Doug Harmon, GVTA President

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Date

A handwritten signature in blue ink, appearing to read "Andrew Withers", written over a horizontal line.

Andrew Withers, Superintendent

A handwritten date "8/10/2020" in blue ink, written over a horizontal line.

Date