

**MEMORANDUM OF UNDERSTANDING
BETWEEN ANTIOCH UNIFIED SCHOOL DISTRICT
AND
ANTIOCH EDUCATION ASSOCIATION
Related to Coronavirus-19/COVID-19 (COVID-19)**

The Antioch Unified School District ("District") and Antioch Education Association ("Association") enter this Memorandum of Understanding ("MOU") regarding the issues related to COVID-19 and the opening of schools during the 2020-21 school year.

Unless otherwise noted below, the provisions of this MOU shall supersede any provision 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") and California Government Code apply and remain in effect.

The parties agree to the following:

1. For purposes of this MOU, the following definitions apply:
 - (a) "Distance learning" means instruction in which the pupil and instructor are in different locations and pupils are under the general direction of a certificated employee of the local educational agency. Distance learning may include, but is not limited to, all of the following:
 - (1) Interaction, instruction, and check-ins between teachers and pupils through the use of a computer or communications technology.
 - (2) Video or audio instruction in which the primary mode of communication between the pupil and certificated employee is online interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology.
 - (3) The use of print materials incorporating assignments that are the subject of written or oral feedback.
 - (b) "In-person instruction" means instruction under the immediate physical supervision and control of a certificated employee of the local educational agency while engaged in educational activities required of the pupil.

I. GENERAL

1. For the 2020-21 school year, the District will have a distance learning, hybrid model, and/or traditional in person instruction to support students and families. The District intends to make a decision on whether or not to begin the school year in distance learning no later than August 3, 2020. If the District intends to begin the 2020-21 school year on September 1, 2020 in distance learning, we shall remain in distance learning until the end of the first quarter, October 30,

2020. The District shall notify the Association no later than October 15, 2020 if it intends to move into either full in person model and/or the hybrid model. The delivery model will be reevaluated for each quarter of the school year. The District will notify the Association at least one week prior to end of each quarter if it intends to move to either full in person model and/or the hybrid model.

- a. Upon transition to in-person/hybrid instruction, schools shall have four (4) minimum days (Tuesday-Friday) during which student learning will meet the guidelines as set forth in section III.4.a-c below. On these days, the afternoon will be designated for unit members to plan and prepare for the transition. These school days shall be held prior to the first day of hybrid/in-person learning.
2. Bargaining unit members are expected to provide rigorous and grade-appropriate instruction for students, to include:
 - a. Daily live interaction for every child with teacher and other students.
 - b. Class assignments that are challenging and equivalent to in-person instruction.
 - c. Targeted supports and interventions for English learners and special education students.
 1. Unit members will complete their distance learning responsibilities within the 7 hours and 5 minutes workday defined in the collective bargaining agreement.
 3. All members of the bargaining unit shall be provided a duty-free lunch period of not less than thirty (30) minutes in accordance with Article 11.5 of the Collective Bargaining Agreement.
 4. Unit members shall participate in any online professional development that the District provides as long as unit members are provided appropriate technology and time within the regular work day to do so.

II. SALARY

1. Due to the Governor's Executive Orders (N-26-20 and N-33-20), the 2020-21 State Budget (SB 98) and due to COVID-19, unit members will not suffer any loss of pay or benefit for the period of physical closure. Supplemental assignments that are approved by the site or district administration and duties actually being performed by the unit member shall be paid in accordance with the Collective Bargaining Agreement.
2. The District will offer three (3) one-hour sessions of virtual real time training opportunities for members to access if they so choose during the month of

August during non-contract hours. Members who chose to participate in these trainings shall be paid at the hourly rate or may opt for CEU hours (10 hours equals 1 CEU) for their participation.

III. FULL DISTANCE LEARNING

1. Unit members may choose to teach from their classroom. If a unit member intends to teach from their classroom during distance learning, they will notify the Human Resources at least three (3) work days prior to beginning their teaching within the classroom. These classrooms shall be cleaned and sanitized daily for use. Unit members who need to collect materials during distance learning shall inform site administrator at least 48 hours before entering the site.
2. Unit members shall not be required to report to their work site during full distance learning. (See Side Letter)
 - a. Unit members who report to a District facility will self-screen for COVID-19 symptoms before entering the facility. Unit members will not report to work at a district facility if they are ill or have any COVID-19 symptoms which are not known health conditions.
 - i. Self-screening includes checking for:
 1. Temperature of 100.4 degrees or more
 2. Cough
 3. Sore throat
 4. Loss of smell or taste
 5. If you, or anyone you have been in close contact with has been diagnosed with Covid-19 or placed in quarantine for possible exposure to Covid-19 within the last two weeks
 - b. Unit members will follow all safety protocols and procedures while on campus, including but not limited to notifying administration that they are on site and entering their entry into the classroom on the sign in sheet on the door of the classroom.
 - c. If the District is notified that any individual at a school/work site has tested positive for COVID-19, all unit members who may have come in contact with the individual shall be notified of possible exposure.
3. Meetings, except as noted in the attached side letter, shall be held virtually during distance learning (including but not limited to, staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, parent meetings and parent-teacher conferences).

4. Instructional Minutes required under SB 98 for the 2020-21 school year are:
 - a. Transitional Kindergarten (TK)/Kindergarten (k) 180
 - b. 1st – 3rd Grade 230
 - c. 4th – 12th Grade 240

5. Students will receive synchronous and asynchronous instruction daily.

6. The sample elementary distance learning schedules for TK/K and 1st through 5th (6th grade when on an elementary school campus) is attached as Exhibit “A” and “B” respectively.
 - a. An elementary prep schedule to comply with Article 11.14.1 shall be developed for each school site. The schedule may include up to 1.5 hours of preparation time on Mondays.
 - b. The secondary (middle and high school) distance learning schedule is attached as Exhibit “C”.

7. Accountability Requirements: The teacher shall document daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided. A pupil who does not participate in distance learning when assigned to do so shall be documented as absent by the distance learning teacher.
 - a. Evidence of daily student participation in distance learning shall be obtained using:
 - i. Evidence of participation in online activities;
 - ii. Completion of regular assignments and/or assessments; and
 - iii. Contact between employees of the District and pupils or parents or guardians
 - b. After teachers have made a reasonable attempt to engage students, responsibility for student attendance and reengagement shall be deferred to Administration as per Education Code Section 43504(f).

IV. INSTRUCTIONAL FLEX DAY

1. The instructional flex day (for distance learning and hybrid) shall consist of:
 - a. A maximum of 120 minutes may be utilized for staff meetings, professional development, or other training provided by the District
 - b. Preparation time for elementary in accordance with III.6.a of this MOU
 - c. One office hour shall be scheduled for student interaction and support
 - d. The remainder of the day shall be reserved for preparation, collaboration, parent communication, providing feedback on student work, student outreach, etc., as determined by the unit member

- e. Student planning meetings, such as IEP, 504, SST, etc., may be held on Independent Learning Day. Article 11.4 of the CBA is still in effect for those meetings that cannot be scheduled during regular work hours

V. SPECIAL ASSIGNMENTS

1. Elementary Specialists: (Music, PE, Intervention) shall prepare synchronous or asynchronous daily lesson plans based on academic content standards that provides an equivalent level of rigor as in-person learning for students engaged in distance learning.
2. For Elementary specialists, office hours/synchronous instruction may be scheduled per grade level.
3. Counselors, program specialists and other support providers will continue to provide student support through protocols, guidance, and best practices provided by the District.

VI. HEALTH & SAFETY ISSUES

1. The District shall adhere to the COVID-19 guidelines and orders issued the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), and Contra Costa Public Health. Where there is a conflict between the various guidelines or orders, the District shall adhere to the guidelines set forth by the Contra Costa County Health Department unless another governmental order supersedes the authority of the Contra Costa County Health Department.
2. The parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
 - a. All individuals shall be required to wash their hands or use hand sanitizer.
 - b. Portable hand sanitizer stations shall be provided in each classroom where there is no sink.
3. The District shall ensure minimum physical distancing of 6' as set forth in the Governor's Framework for Opening Schools between student workspaces, between teacher desk and student workspaces, and between all employees workspaces.

4. The District shall provide Personal Protective Equipment (PPE) for all unit members. PPE includes face coverings, face shields, and gloves.
 - a. Staff will wear masks and/or shields at all times.
 - b. Visitors on campus will be required to wear masks upon entering campus.
5. Certificated bargaining unit members shall not be required to perform daily cleaning and sanitizing.
6. The District shall ensure all HVAC systems operate in the mode which delivers the most fresh air changes per hour while maintaining space temperatures within District standard temperatures of 68-74 degree, that demand-controlled ventilation is operating properly, opening outdoor air dampers as indoor and outdoor conditions safely permit, where such controls exist. Air filters shall meet applicable health and safety requirements.

VII. LEAVES

1. The language in Article 18: Leaves of the Collective Bargaining Agreement applies unless otherwise specified below.
2. During the Covid-19 outbreak, all leave provisions in the collective bargaining agreement shall remain in effect. Additionally, between the start of the school year through December 31, 2020, unit members shall be eligible for leaves pursuant to the Federal Families First Coronavirus Response Act (FFCRA).
3. 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. If a bargaining unit member is able to deliver distance learning remotely for the duration of distance learning, the bargaining unit member shall be allowed to end leave status upon the approval of Human Resources and a release from their physician.

VIII. EVALUATIONS

1. Evaluations for Temporary and Probationary unit members shall proceed as outlined in Article 19: Evaluation. If in full distance learning, the evaluator will observe the virtual classroom during synchronous instruction. The evaluator will also review and provide feedback on asynchronous assignments and lesson plans.
2. Evaluations for Permanent unit members will be paused during the duration of full distance learning.

IX. OTHER

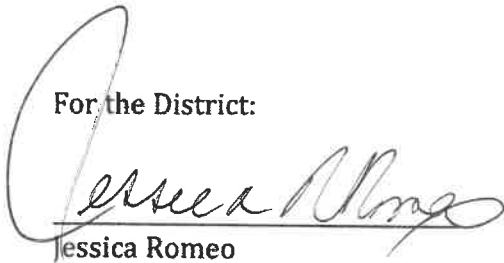
1. The District and the Association agree to continue to bargain the working conditions related to in-person/hybrid teaching after the signing of this MOU.
2. The District and Association agree to meet and confer at least monthly during the pandemic to discuss issues that may arise with the goal of evaluating the instructional models used and to improve student learning outcomes. The Parties shall select four (4) representatives, 2 each chosen by the Superintendent and Association President, or their designee, to meet in this consultation committee.

The Association and the District reserve the right to negotiate any additional impacts within scope of bargaining of all school closures in the 2020-21 school year.

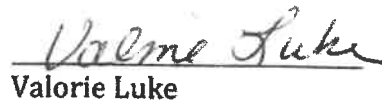
This MOU shall expire in full without precedent on June 30, 2021, unless extended by mutual written agreement.

The undersigned represent that they are authorized to execute this MOU. Signed this the 12th day of August, 2020.

For the District:


Jessica Romeo

For the Association:


Valorie Luke

Full Distance Schedule for Elementary TK-Kindergarten

	Mondays	Tuesdays	Wednesdays	Thursdays	Fridays
8:00-8:45am	Instructional Flex Day	Virtual Office Hour	Virtual Office Hour	Virtual Office Hour	Virtual Office Hour
8:45-9:30am		ELA	ELA	ELA	ELA
9:30-9:45am		Virtual Recess	Virtual Recess	Virtual Recess	Virtual Recess
9:45am-10:30am		Math	Math	Math	Math
10:30am-10:45am		Virtual Recess	Virtual Recess	Virtual Recess	Virtual Recess
10:45am-11:30am		Science/Social Science	Science/Social Science	Science/Social Science	Science/Social Science
11:30am-12:15pm		Lunch	Lunch	Lunch	Lunch
12:15-1:00pm		ELD/Enrichment/Intervention	ELD/Enrichment/Intervention	ELD/Enrichment/Intervention	ELD/Enrichment/Intervention
1:00pm-1:30pm		Virtual Office Hour	Virtual Office Hour	Virtual Office Hour	Virtual Office Hour

- Virtual Office Hours at beginning and end of each day to allow for teachers to check in and check out with students, connect with families and delivery individualized levels of support as appropriate.
- 45 minute instructional blocks for core content with 2 virtual recesses (30 minutes) built in and a 45 minute lunch/break period build in. Total instructional minutes per day = 180 minutes/day of instruction (Meets kinder daily instructional minutes minimums).

Full Distance Schedule for Elementary 1st-6th

	Mondays	Tuesdays	Wednesdays	Thursdays	Fridays
8:00-8:45am	Instructional Flex Day for Students	Virtual Office Hour	Virtual Office Hour	Virtual Office Hour	Virtual Office Hour
8:45-9:45am		ELA/	ELA/Prep	ELA/Prep	ELA/Prep
9:45-10:00am		Virtual Recess	Virtual Recess	Virtual Recess	Virtual Recess
10:00-11:00am		Math/Prep	Math/Prep	Math/Prep	Math/Prep
11:00am-11:45am		Lunch	Lunch	Lunch	Lunch
11:45-12:45pm		Science/Social Science/Prep	Science/Social Science/Prep	Science/Social Science/Prep	Science/Social Science/Prep
12:45-1:00pm		Virtual Recess	Virtual Recess	Virtual Recess	Virtual Recess
1:00-2:00pm		ELD/Enrichment/Intervention/Prep	ELD/Enrichment/Intervention/Prep	ELD/Enrichment/Intervention/Prep	ELD/Enrichment/Intervention/Prep
2:00-2:30pm		Virtual Office Hour	Virtual Office Hour	Virtual Office Hour	Virtual Office Hour

SAMPLE Full Distance Return Universal Secondary

	Monday	Tuesday	Wednesday	Thursday	Friday	NOTES
7:45am-8:20am		Zero Period	Zero Period	Zero Period	Zero Period	<ul style="list-style-type: none"> Students receive 2 hours of direct instruction/week/per class virtually Students have all day Monday to complete assignments that are designed for independent practice Students have 30 minutes of office hour access immediately following each class period Advisory has been built into the schedule daily Two 10-minute breaks built in for transition time for teachers and students playg backed on virtual office hour times
Block 1 8:30-9:30am		1 st Period	4 th Period	1 st Period	4 th Period	
Virtual Office Hour			Virtual Office Hour Block 1 9:30am-10:00am			
Break			Break 10:00am-10:10am			
Block 2 10:10am-11:10am		2 nd Period	5 th Period	2 nd Period	5 th Period	
Virtual Office Hour			Virtual Office Hour Block 2 11:10am-11:40am			
Lunch			Lunch 11:40am-12:20pm			
Block 3 12:20pm-1:20pm		3 rd Period	6 th Period	3 rd Period	6 th Period	
Virtual Office Hour			Virtual Office Hour Block 3 1:20pm-1:50pm			
Break			Break 1:50pm-2:00pm			
Advisory			Advisory Block 4 2:00pm-2:30pm			
Instructional Flex Day						

CONTINUATION SCHOOL DISTANCE OR HYBRID LEARNING MODEL

AM SESSION

Time	Monday	Tuesday	Wednesday	Thursday	Friday
8:30am - 9:15am	Instructional Flex Day	Period 1	Period 1	Period 1	Period 1
9:15am - 9:20am		Passing	Passing	Passing	Passing
9:20am - 10:05am		Period 2	Period 2	Period 2	Period 2
10:05am - 10:10am		Passing	Passing	Passing	Passing
10:10am - 10:55am		Period 3	Period 3	Period 3	Period 3
10:55am - 11:00am		Passing	Passing	Passing	Passing
11:00am - 11:45am		Period 4	Period 4	Period 4	Period 4
11:45am - 11:55am		Lunch	Lunch	Lunch	Lunch

PM SESSION

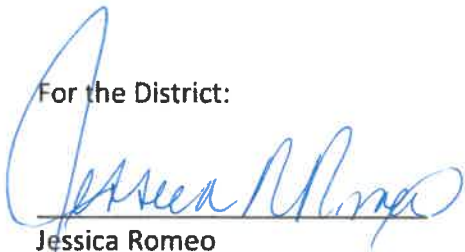
Time	Monday	Tuesday	Wednesday	Thursday	Friday
12:00pm - 12:45pm	Instructional Flex Day	Period 5	Period 5	Period 5	Period 5
12:45pm - 12:50pm		Passing	Passing	Passing	Passing
12:50pm - 1:35pm		Period 6	Period 6	Period 6	Period 6
1:35pm - 1:40pm		Passing	Passing	Passing	Passing
1:40pm - 2:25pm		Period 7	Period 7	Period 7	Period 7
2:25pm - 2:30pm		Passing	Passing	Passing	Passing
2:30pm - 3:15pm		Period 8	Period 8	Period 8	Period 8

**SIDE LETTER OF AGREEMENT BETWEEN
ANTIOCH UNIFIED SCHOOL DISTRICT AND
ANTIOCH EDUCATION ASSOCIATION
Special Education Assessing Plan 2020**

The parties agree to sever the negotiations regarding Special Education assessments from the MOU. The parties will resume negotiating the subject of assessments subsequent to execution and ratification of the MOU, upon request of either party. The agreement ultimately reached on assessments will be incorporated into the MOU. The provisions in the MOU regarding the location of instruction during distance learning do not apply to conducting assessments while this item remains subject to subsequent negotiations. Unit members will not be required to perform in-person assessments unless agreed to in subsequent negotiations.

The undersigned represent that they are authorized to execute this MOU. Signed this the 12th day of August, 2020.

For the District:



Jessica Romeo

For the Association:



Valorie Luke