

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ALAMEDA COUNTY OFFICE OF EDUCATION
AND
ALAMEDA COUNTY TEACHERS ASSOCIATION

Start Date: **March 19, 2021**

Sunset Date: **June 30, 2021**

Reopening Court School, Assessments, and Distance Learning in SPaS Programs 2020-2021
Related to Coronavirus (COVID-19)

The Alameda County Office of Education ("ACOE") and the Alameda County Teachers Association ("ACTA") enter this Memorandum of Understanding ("MOU") regarding SPaS programs 2020-2021 during the coronavirus (COVID-19) pandemic. We agree that continuity of ACOE operations should be maintained, students should continue learning, and provisions should be made for ACOE employees who are impacted by the pandemic.

California Department of Education - Distance Learning Definition

For purposes of this part, 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 supervision 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.

(c) "Local educational agency" means a school district, county office of education, or charter school, excluding a charter school classified as a non-classroom-based charter school pursuant to Sections 47612.5 and 47634.2 as of the 2019–20 fiscal year.

SPaS Instructional Programs:

1. All dates already agreed to in the 2020-2021 calendars shall be followed.

2. AOA, QA, Fruitvale, Burke, Emerge, and IFS shall conduct Distance Learning. The Speech/Language Specialist and English Learner Specialist shall continue to conduct Distance Learning. Options for in-person instruction for any students at those programs, including special populations, will be provided by ACTA members on a voluntary basis only.
3. Unit members who have a doctor's note indicating a higher risk for serious illness because of age or an underlying health condition, shall not be required to report to a worksite. Through an interactive process, these employees may continue to work remotely, unless ACOE is unable to accommodate and employee is placed on an authorized leave of absence. ACOE will follow all ADA guidelines related to reasonable accommodations. During the time in which the interactive process is taking place, the unit member shall suffer no loss to salary or benefits.
4. ACTA members who have children 14 and under, and are enrolled in a school that remains closed, shall be allowed to conduct Distance Learning during the days that the children are at home distance learning.
5. No classroom teacher shall be required to report to a work site at programs providing Distance Learning. Teachers at those sites may, at their discretion, come on campus to facilitate Distance Learning. Teachers shall be responsible for arranging to deliver or obtain any supplies, materials, or equipment they may need to facilitate Distance Learning. However, classroom teachers may not be directed to report to a work site to facilitate this.
6. Teachers at programs providing Distance Learning may opt to meet with students one on one or in small groups at the school site, at their discretion, to provide support for Distance Learning provided all the health and safety and testing requirements in this MOU have been met for their site. Teachers shall not be asked or directed to opt in. All members at sites where teachers have opted into in-person one-on-one or small group instruction shall be notified at least one week in advance of the schedule for the in-person instruction by the site administrator. ACTA members may develop a schedule of times for teachers to come into the site, if they choose, provided the schedule is approved by the site administrator.
7. No home visits shall be required of Infant Family Support teachers while the State of California has waived requirements for such (see March 12, 2020 and subsequent Department of Developmental Services Department Directive on Requirements Waived Due to COVID-19). In coordination with the Regional Center, Infant Family Support program teachers will provide the opportunity for virtual services in the same frequency as they have prior to the pandemic.
8. Assessments for English language, Special Education, or Speech/Language may be conducted in-person or remotely.
 - a) If an in-person assessment is conducted, the meeting shall follow all physical distancing and safety protocols described in this MOU. Personal Protective Equipment, including a Plexiglas divider, as necessary, masks, gloves, and cleaning supplies, will be provided due to close proximity between assessor and student. A designated safe space for special education and ELPAC student assessments shall be provided that allows for six feet of distance between the proctor and the student. Assessments will be scheduled to allow for cleaning in between student assessments. In BAC the testing room shall be a classroom in the East or West Wing that is not currently in use. Members who are administering assessments in Community Schools or Opportunity Academy may opt to use the ACOE county office building space for testing.
 - b) The District shall hold all IEPs, 504s, SSTs, remotely.
 - c) The County office shall purchase online special education assessments for remote testing.

Training for remote assessments shall be provided.

- d) The ELPAC shall be administered either online or in person at the following sites: BAC, CWS, Bridge, and at ACOE Winton location. All students who are testing in person shall be at one of those sites.
 - e) If a member chooses to administer a test in person, they may choose to do so outdoors, if feasible. ACOE will provide the necessary support to enable this with advance notice from the ACTA member.
9. BAC and CWS will provide in-person instruction as allowed in Alameda County Health Officer Order No 20-14c updated on August 20, 2020. From the order: "In-school instruction is not permitted at this time except in children and youth residential settings, such as psychiatric health facilities, juvenile detention facilities, or crisis housing units.
- a) ACTA members who are assigned to BAC or CWS will commence in-person instruction through a hybrid approach in an effort to minimize staff and student exposure at the court schools. Teachers will work in-person 4-hours per day (8:00-12:00) four days per week for two periods of 90 minutes each Monday, Tuesday, Thursday, Friday, and 3 hours (8:00 am -11:00 am) on Wednesday in order to provide teachers a 30-minute lunch and commute time to attend PD or other afternoon meetings. For units that require maintaining two student cohorts to allow for physical distancing, the 90-minute block will be divided into two 40-minute class sessions to allow 10 minutes for transition and teacher preparation or cleaning of classroom.
 - b) Teachers will provide additional asynchronous instruction to students for a total (in person plus asynchronous) of 240 instructional minutes.
 - c) ACTA members will be responsible for providing in-person instruction in the stable cohorts of the units.
 - d) The RSP teacher at BAC shall have the option to meet with students on their caseloads in a classroom that is in the East or West Wing that is not currently in use, in the non-contact visiting rooms in Units 1-6, in an unused classroom in the Unit, or remotely.
 - e) Students and teachers are required to wear masks and socially distance during in-person instruction. If a student refuses to comply with guidelines for health and safety, teachers may require the student completes the school day or school period outside the classroom area.
 - f) Cleaning supplies shall be available for teachers to use in their classroom—extra disposable masks, gloves, disinfecting CDC-approved wipes, disinfecting cleaner.
 - g) All BAC and Camp Sweeney classrooms will be disinfected prior to a member entering that classroom. Members shall be granted 1 working day to prepare the classroom and teaching areas for the return of in-person instruction. An ACOE custodial staff will be assigned to BAC and Sweeney to aid in preparing classrooms for return of in person learning. ACOE will provide teachers with the necessary equipment, resources and supplies to begin classroom instruction.
 - h. If a student presents with COVID-19 symptoms per the ACPHD guidelines, the ACTA member shall notify Probation staff to refer that student to the nursing staff prior to allowing entry into the classroom. The member shall also notify the site administrator that the referral to Medical is being made. ACOE shall provide all teachers with the ACDPH guidelines referenced above.

10. All Health and Safety and COVID-19 testing measures agreed to in this MOU shall be in place prior to a teacher entering a work site. Teachers who voluntarily enter a work site shall obtain prior approval from the site administrator.
11. Only essential workers and students shall be allowed into ACOE school sites or classrooms within a shared facility at sites limited to Distance Learning, except IFS teachers, who may meet with guardians and infants for testing or one on one meetings.
12. Classroom teachers at SPaS programs who are providing Distance Learning (HCS, FV, and Burke) shall not be required to provide more than 120 minutes of synchronous class instruction on Monday, Tuesday, Thursday and Friday, and not more than 60 minutes of synchronous instruction on Wednesdays. All Distance Learning programs shall be required to provide a total of 240 instructional minutes each day through a combination of synchronous and asynchronous instruction.
13. A return to in-classroom instruction shall not take place until the parties bargain the working conditions for such and have reached agreement or engaged in the statutory impasse process. ACTA members shall be given no fewer than 5 work days' notice to begin providing in-classroom learning following the agreement being signed.
14. All SPaS sites shall follow any county or state orders to close classrooms or school sites, including in-person assessments, and resume Distance Learning for classrooms or school sites ordered to close.

ACTA members will be prioritized by priority level to receive assistance with vaccination scheduling via the ACOE assistance with vaccination survey. ACTA members will continue to follow the health and safety protocols outlined herein which include CDC's guidelines for social distancing and masking for in person instruction.

While Alameda County is in the Purple Tier, and for 5 days following clearance from the ACPHD for in-person instruction, Juvenile Court schools shall remain in distance learning.

No in-person instruction of any kind or classroom set up day shall commence prior to April 12, 2021.
15. To comply with CDPH and ACPHD Guidelines for reopening schools, Districts "...must exclude students from campus if they are not exempt from wearing a face covering under CDPH guidelines and refuse to wear one provided by the school." If a student refuses to wear a mask correctly (or at all) in SPaS classrooms or testing areas, the ACTA members shall refuse the student entry into the classroom or testing area until such compliance is achieved. ACTA members shall also follow requirements for wearing face covering.
16. ACTA members who are asked to cover for a classroom during the pandemic shall have the option of doing in-person or Distance Learning instruction.

Work Environment:

1. ACTA members shall continue to be available during regular work hours from 8:00 am to 3:15 pm. ACTA members, as professionals, shall not be given additional duties, or responsibilities that require members to work outside their regular work hours or exceed the additional professional development hours allowed per the current CBA.
2. ACTA members shall be trained prior to using any ACOE selected new technologies or new curricula for Distance Learning (Google Classroom, etc.).
3. ACTA members shall not be evaluated or disciplined on the use of new technology.

4. Any curriculum resources or lessons provided by ACOE should be considered the baseline or starting point for instruction during this period of Distance Learning and stages of reopening. Teachers may differentiate instruction, customize content, and supplement adopted curricula to meet the individual needs of their students while adhering to common core standards and state requirements of providing content aligned to grade level standards. The period of time from the start of the school year through November 30, 2020 shall not include unit member evaluations, in order for unit members and administrators to adjust to a new model of instruction. The evaluation process shall begin on December 1, 2020. To affect this, the CBA, Article 17, Section D dates change: October 1 becomes December 1, October 30 becomes December 30, and November 10 becomes January 10.
5. SPaS meetings involving ACTA members, including but not limited to: School Site Council, Professional Development, staff, Individualized Education Plan, Student Study Team and all stakeholder meetings shall be conducted virtually or telephonically. ACTA members who engage in informal meetings or in-person conversations at school sites shall adhere to physical distancing and face covering requirements.

COVID-19 Testing:

1. All SPaS staff reporting to their work site (from CA COVID-19 Industry Guidance: Schools and School-Based Programs) shall be tested every two (2) weeks during the duration of the pandemic. ACTA members shall be tested during work hours at the Bridge and Winton worksite locations. Testing shall be the PCR nasal swab or oral swab testing.
2. All staff who enter a school site or classroom will be tested.
3. Prior to the commencement of in-person instruction, all staff shall be tested. Staff will be notified of their test result within 48 hours. Any ACOE employee placed in isolation due to a positive test shall not be allowed to return to the work site until the required isolation/quarantine period is completed.

COVID-19 POSITIVE Test Results:

1. In the event there is a COVID-19 positive case identified at the school site, ACOE will inform unit members of their possible exposure to COVID-19 in the workplace within 24 hours and will work with ACPHD to assess for possible classroom or school closure.
2. Employees who test positive for COVID-19 will be asked to contact their medical provider and to isolate at home for the ACPHD recommended duration.
3. ACOE will work with ACPHD to determine which employees may have had close contact with the employee with COVID-19 and who may need to take additional precautions, including exclusion from work and remaining at home.
4. ACOE will follow ACPHD's guidance and instruct potentially exposed employees to stay home for the ACPHD recommended duration, telework if able to work, and self-monitor for symptoms.

COVID-19 Screening:

1. All SPaS staff (from CA COVID-19 Industry Guidance: Schools and School-Based Programs) that come into contact with SPaS students shall be screened prior to entering school sites or classrooms.

2. ACOE staff shall be screened via the COVID-19 Worksite Health screening form. ACOE staff working at facilities operated by partnering agencies shall adhere to alternate screening processes if required at those facilities.
3. Guardians of students at ACOE run community school and AOA facilities (Bridge, HCS, Burke, Fruitvale) shall be required to screen students prior to entering any school site. Adult students shall be required to self-screen. Non-contact thermometers shall be provided at all non-court school ACOE school sites and classrooms for students to self-screen, or for teachers to voluntarily take student temperatures if they choose.
4. Probation and facility medical personnel will be responsible for any screening procedures for students at court schools.
5. Teachers shall be provided a protocol for steps to take should a student present with COVID-19 symptoms. A copy of ACPHD screening guidelines and site-specific protocols shall be provided to teachers and the ACTA President prior to community schools or AOA teachers voluntarily meeting with students 1:1 or in small groups.

Health and Safety:

1. If ACTA members choose or are required to enter a work site, they shall be provided with disposable face masks, 5 cloth reusable face masks, and disposable gloves.
2. All students and teachers shall be required to wear face masks in all areas of school sites. ACOE shall provide face masks for all students and teachers in SPaS schools if the student or teacher does not have one.
3. ACOE shall post a notice on all school sites and classrooms stating #2 above.
4. ACOE shall provide one plastic face shield and install one Plexiglas shield at each teacher's work station at the teacher's request prior to the beginning of in-classroom instruction or in-person services.
5. The ACOE will not commence in-classroom instruction until the classroom has been clearly marked to ensure 6-feet distancing of all students and adults in the classroom.
6. ACOE shall post notices indicating the classroom capacity on the door and inside all classrooms in BAC and CWS prior to the commencement of in-classroom instruction.
7. ACOE shall clean and disinfect employee work spaces, in accordance with ACPHD and Cal/OSHA guidelines, with the exception of work spaces at BAC.
8. ACOE shall provide to ACTA members and president all schedules for school site cleaning and disinfecting for all SPaS sites.
9. All work sites shall be cleaned daily, including those that are shared with other agencies.
10. ACTA members shall be provided with cleaning supplies necessary to maintain a safe work space should they voluntarily enter their work site. ACTA members shall satisfactorily complete training before using chemicals pursuant to the [Healthy Schools Act](#).
11. Should the ACTA member determine that the health and safety requirements of this MOU are not being met, the ACTA member will notify the site administrator. The site administrator will immediately determine the next course of action including, but not limited to, rectifying the situation by having the work site cleaned or assigning the teacher an alternate cleaned and

disinfected work site. Per Article 19, Section A.6, "Unit members will not be subject to any disciplinary action for making or filing any complaint involving an unsafe working condition."

12. ACOE shall post a notice at every community school and AOA school site or classroom within a shared facility that states "ACOE facilities (or classrooms) shall only be open to students and essential workers." For material pickup days, guardians will be met outside school buildings or classrooms.
13. To the extent possible, no ACTA member shall be required to share a classroom/work area with another teacher unless it is the member's preference. ACTA members may develop a schedule of times for teachers to come into the site, if they choose, provided the schedule is approved by the site administrator
14. If a site has multiple programs, or additional teachers are newly assigned to a work site, ACTA members shall be notified at least one week prior to any changes, so that ACTA members may develop and obtain approval of a schedule of times for teachers to come into the site, if they choose.
15. All ACOE facilities and sites where ACOE operates schools that have ventilating equipment will contain MERV 13 filters when possible. Stand-alone air filtration devices that have an Air Exchange Rate of 3-5 times per hour sized for each classroom and hospital grade HEPA filters will be provided as an additional measure for all classrooms. Teachers shall request through site administrator or secretaries that a work order be submitted to replace filters when filter-warning light is displayed on air purifier units. ACOE shall provide documentation of existing filters for classrooms and sites to the ACTA president.
16. To the extent that they do not conflict with the health, safety and testing language in this MOU, ACTA members will comply with health and safety protocols established by partnering agencies in facilities managed by those partners (e.g. health screening procedures at Probation facilities or community-based organizations). ACOE shall provide all health and safety protocols above in writing for each ACTA member at each site.

Member Leaves/Absences: Non-Work Site Exposure/Illness

1. In an effort to prevent the spread of COVID-19 at school sites, ACTA members who experience any COVID-19 related symptoms shall not report to work and shall notify Human Resources and their site administrator. The ACTA member shall immediately arrange for a COVID-19 test with their health provider. The appointment notice from the health provider shall be submitted to Human Resources. The ACTA member shall have the option to conduct distance learning, if able to work, for the period of time it takes to receive a test result without incurring any loss to leave balance or pay. The ACTA member shall provide the test results to Human Resources.
2. ACTA members who are ill or have been exposed to COVID-19, verified by a health practitioner, and are not able to carry out Distance Learning shall be placed on the applicable leave.
3. ACTA members who are the caregiver for someone in their household, verified by a health provider, who is ill due to COVID-19 and are not able to carry out Distance Learning shall be placed on the applicable leave.
4. Employee's sick leave balance will be temporarily allowed to go down to a maximum of negative 10 days. If an employee separates employment with the ACOE for any reason prior to earning the negative days which were taken, the amount of leave so taken shall be deducted from any amount

payable from the ACOE to the employee and further provided that the ACOE's pay schedules afford the ACOE the opportunity to make such a deduction.

5. The District will comply with all current Federal and State laws, Governor's Executive Orders, the collective bargaining agreement, and Board Policies and Administrative Regulations with respect to any unit member's leave/ absence from work.
6. ACOE will continue to be flexible in accepting doctor's notes for virtual doctor's visits and notes can be emailed to Leaves and Benefits Department of ACOE, including notes related to COVID-19 illness or quarantine.
7. The Superintendent shall grant no benefits or leaves to ACTA members related to COVID-19 less than those granted to other employees of ACOE.

Benefits and Compensation:

1. All bargaining unit members shall continue to receive their pay and statutory benefits in accordance with the collective bargaining agreement (CBA). ACOE will also adhere to all prevailing legislation or executive orders related to COVID-19. ACOE employees are expected to be available during their normal work hours. Any unit member/s unavailable to work due to non-COVID-19 related issues will be required to use accrued leaves.

COVID-19 Exposure at Work Site:

1. To the extent that ACOE is informed of such, any work site or work area that is impacted by a positive COVID-19 case will be cleaned and disinfected in accordance with ACPHD and Cal/OSHA recommended guidelines.
2. The ACOE will follow the ACPHD Positive COVID-19 Case Tip Sheet or any subsequently updated ACPHD protocol for any reported cases of a confirmed or likely COVID-19 infection of ACOE employees, students, including notification to respective parties that is allowed by law.
3. The ACTA president shall be notified within 24 hours if there is a confirmed COVID-19 exposure and any ACPHD directed response required of ACOE at any SPaS school site.
4. ACTA members who are advised to self-quarantine by ACPHD, as a result of a work site exposure may have the option to be placed on quarantine leave. Work site exposure is assumed if a member has been exposed to COVID-19 and has reported to a worksite within the 14 days of a positive COVID-19 test that has been reported. The member may choose to telework during their quarantine due to a worksite exposure. In the event the employee has exhausted quarantine leave balance, the employee will not suffer any loss of pay or benefits during the advised quarantine period and shall not have accrued leaves deducted.

COVID-19 Illness Due to Work Site Exposure:

1. ACTA members who are ill as a result of a work site exposure may have the option to be placed on quarantine leave. Work site exposure is assumed if a member has been exposed to COVID-19 and has reported to a worksite within the 14 days of a positive COVID-19 test that has been reported. The member may choose to telework during their illness due to a worksite exposure.

2. Members who become ill due to COVID-19 and suffer long-term illness, verified by a doctor's note, shall be placed on the applicable leave and referred to Workers' Compensation so long as the member has reported to a worksite within 14 days of the positive COVID-19 test. SB 1159 requires employees to exhaust all leave specific to COVID-19 including, but not limited to, quarantine leave prior to receiving industrial illness benefits.

All provisions of the CBA pertaining to Industrial Injury and/or Worker's Compensation remain in effect relating to any illness or injuries incurred during the course of this MOU. The Workers Compensation Carrier will assess and determine the outcome of any claims filed.

In the event the member has exhausted 120 days of injury and illness benefits through Workers Compensation and is still unable to work, and therefore continues on Workers Compensation at $\frac{2}{3}$ rate of pay, ACOE agrees to pay the unit member the remaining $\frac{1}{3}$ of pay not covered by Workers Compensation.

3. ACTA members that test positive for COVID-19 due to worksite exposure, will be eligible to receive up to \$2000 towards out-of-pocket medical related expenses. Employees will submit completed reimbursement forms with attached receipts to the Leaves and Benefits Department for approval and processing. ACOE will provide ACTA with a list of reimbursable expenses.
4. Quarantine Leave due to COVID-19 exposure or illness. Pursuant to Education Code section 44964, and for purposes of the COVID-19 pandemic only, any employee who is exposed or tests positive for COVID-19 in the course of performing his/her job duties in-person shall receive up to ten (10) days of paid Quarantine leave as needed to remain in paid status for the duration of the required quarantine due to and recovery from COVID-19 exposure or illness and submits clearance to return to work from a health provider or until the employee submits a negative COVID-19 test, whichever occurs first.
5. Limits on COVID-19 Quarantine Leave. The Quarantine leave described in paragraph 4 above is provided for purposes of the COVID-19 pandemic. Quarantine leave is available for employees required to quarantine due to COVID-19 exposure or illness while performing their job duties in-person on and after the date of this agreement. To be eligible for the leave described in paragraph 4 above, an Employee must be exposed or test positive for COVID-19 within 14 days of working at a County office school or work site at the direction of the County Office. This leave does not accrue and any unused leave has no cash value and does not carry over to the next school year. Quarantine leave shall not be considered "sick leave" under Education Code 22170.5 and shall not be reported to CalSTRS under Education Code sections 22717-22718.
6. Members who are at sites conducting in-person instruction shall be allowed to conduct distance learning while under mandatory quarantine.

Reimbursements:

ACTA members shall be provided with the necessary supplies needed to carry out Distance Learning. Teachers shall get prior approval from their manager for purchases. All reasonable requests for supplies to carry out their duties shall be granted.

Agreement to Meet and Bargain any Changes:

The parties agree to meet and bargain the impact of all proposed changes to the working conditions of unit members.

Agreement to Bargain:

The parties agree to meet and discuss any changes in federal or state law or guidance that conflict with provisions of this agreement and negotiate any effects of such changes that are not otherwise addressed through this agreement.

Grievance Procedure:

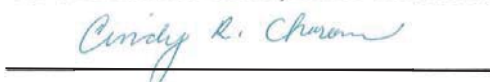
This MOU has the full force and effect of the CBA between the parties. As such, disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in Article 9 of the CBA between ACOE and ACTA.

For the Association,



Date: 3/25/2021

For the Alameda County Office of Education,



Date: 3/25/21