**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SAN LEANDRO UNIFIED SCHOOL DISTRICT**

**AND**

**SAN LEANDRO TEACHERS’ ASSOCIATION**

**REOPENING OF SCHOOLS UNDER DISTANCE LEARNING 2020-2021**

 **July 29, 2020**

The San Leandro Unified School District (“District”) and San Leandro Teachers’ Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding changes in working conditions necessary for teaching and learning related to the coronavirus (“COVID-19”) pandemic.  The Parties are committed to providing a strong educational model, while working to assure the health and safety of SLTA Members and their families, as well as the entire SLUSD community, in accordance with guidelines as recommended by public health officials to prevent the spread of illness arising from COVID-19 during the 2020-2021 school year.

**Background**

SLUSD will reopen its schools in compliance with current requirements established by the California Department of Education (CDE) and the Alameda County Public Health Department (ACPHD). Maintaining flexibility at all levels will be paramount to our success, as we collectively engage in instructional models that are new and must remain responsive to ongoing safety guidance and the needs of our students and families.

This agreement represents a commitment to prioritize the health and safety of staff and students in order to minimize the risk of COVID-19 spread while also providing for the education of all students.

The District and Association agree as follows:

**A.        Definitions**

“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 Bargaining Unit Members 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.  In accordance with Ed Code 51512, Bargaining Unit Members will have the option of distributing videos showing their instruction, so long as the parent/guardian of any identifiable student in the video has given consent.  The District will be responsible for distributing all student consent forms and providing the results to teachers.

3.   The use of print materials incorporating assignments that are the subject of written or oral feedback.

4.    “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 student.

5.      “Blended learning” means a combination of both distance learning and in-person instruction that is implemented in order to reduce the number of students in classrooms and on campus each day so as to adhere to social distancing guidelines.

 6.          “Synchronous” means occurring at the same time.

 7.          “Asynchronous” means not occurring at the same time.

8.      “District Approved Learning Management System” means an online platform that enables the delivery of materials, resources, tools, and activities to students and families both in and out of the classroom environment. It is a software application that allows users to create, manage and share academic content easily that can be accessed by students and families anywhere online.

9.    “Time Value in Assignments” means the amount of time allocated for a student to complete an assignment. Bargaining Unit Members assign a fixed number of minutes/hours for each assignment based on a teacher determining how long it should take for a student to completethe assignment including and not limited to (a)synchronous instruction.

**B.**        **Health and Safety Guidelines**

1.          The District shall adhere to the COVID guidelines issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the Alameda County Public Health Department (ACPHD).The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.

 2.        The District shall ensure minimum physical distancing of six (6) feet between student(s), between educator and student workspaces, and between occupied employee workspaces.

3.          The District shall not require in-person staff meetings or professional development if the District cannot ensure a minimum of six (6) feet of physical distance between all employeesfor the duration of the meeting and for entering/leaving the meeting.

4.          The District shall require the use of facial coverings (“masks”)  by all persons who enter district facilities in accordance with federal, state, and local guidelines currently in effect.  Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt). When the District requires a particular kind of facial covering or protective equipment, the District will provide the appropriate Personal Protective Equipment (PPE) to accommodate this requirement.  The District shall require students to follow this directive to the extent applicable by law.  PPE shall be provided for students who do not have appropriate equipment, or those students shall be removed from the educational setting.  Face shields shall be provided upon request for Bargaining Unit Members, and for students during situations where there is one-on-one instruction.

a) The District shall provide bargaining unit members face coverings (masks/face shields) and gloves at each work site on a daily basis.

b) Where necessary, members such as nurses and members working in Moderate/Severe SDC students shall be provided protective coveralls and face shields.

c) The district shall provide hand sanitizer in every classroom and work space.

5. The District shall comply with the following hand washing logistical requirements:

a) Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon entering district sites and every time a classroom is entered.

b) Every room with a sink shall be stocked with soap.

c) Every classroom shall be provided hand sanitizer.

d) Non-classroom workspaces shall be provided hand sanitizer.

e) In addition to classroom and non-classroom work spaces, hand sanitizer will be accessible in other high traffic areas on campus.

f) All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.

6. The District shall ensure that all classrooms, restrooms, and workspaces are cleaned and disinfected daily, 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. Bargaining unit members will not be required to clean or disinfect classrooms.

a)   Bargaining unit members may choose to clean or disinfect areas of their own classroom or work space on a limited basis.

b)      Bargaining unit members who voluntarily choose to clean and disinfect will be provided with district approved cleaning supplies and shall be required to view an approved training course for safe handling, storage, and application of disinfectants.

c)   The district will ensure that all sinks in restrooms, classrooms, and other areas are stocked with soap and paper towels.  Each staff bathroom will have water, soap, paper towels, wipes or materials to wipe down handles and liners for toilets. If a staff bathroom has been used, it will be sanitized twice a day according to the schedule.

7.          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 100% of each unit’s capability as indoor and outdoor conditions safely permit. Air filters shall be upgraded to MERV-13 when available and changed at the recommended intervals. Portables and/or other rooms without adequate HVAC shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room.

8. While the district is operating under the distance learning model, the District shall ensure all students and visitors are checked for symptoms daily prior to entering school, including temperature checks via no touch thermometers. Bargaining Unit Members shall not be required to conduct COVID-19 screenings. Bargaining Unit Members may undergo self-screening prior to arrival.  Anyone who fails the screening shall be denied entry or placed in an isolation room as appropriate in accordance with the guidelines. Staff and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 should be sent home or sent to an isolation room on site pending travel home.

9.          Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing in conjunction with local health department officials. All persons who may have come in contact with the infected individual shall be notified. The District shall notify the Association of the location(s) where the infected individual was present on the school premises during the suspected incubation/active infection period.

10.  The district shall provide all unit members with information for locations that offer COVID-19 testing, including free local testing.

11.  The District shall immediately notify the Association when an outbreak occurs. The District shall contact the local public health department to determine if schools and worksites should be closed. If closure is recommended by the local public health department, the District shall immediately notify the Association and the parties shall meet to bargain any impacts of the closure.

12.  All employees shall receive training on information related to COVID-19 , including recognizing symptoms and signs of the Coronavirus and COVID-19 illness during the teacher work day.

13.  Staff and any bathrooms that will be utilized will be cleaned/sanitized twice a day to help maintain a safe environment. At least one of these times will be during the school day.

14.  Principals shall confer with SLTA Site Representatives at least weekly to identify and resolve site-based problems that may arise.  Principals and SLTA site representatives will set a weekly standing meeting time that is mutually agreed upon.

C. **Hours of Employment**

1. All contractual agreements about Hours of Employment under Article VII will be adhered to, including scheduled preparation periods and a duty-free lunch.
2. Virtual staff meetings, if needed, shall be held in accordance with the current negotiated agreement.  Bargaining unit members who are not available during the scheduled staff meetings are responsible for watching a recorded version (if made available). Bargaining Unit Members shall be notified at least two (2) days before a required virtual meeting with an agenda (including but not limited to staff meetings, IEPs, grade level and department collaborations).

D. **School Calendar**

1. The First Three student days will conclude synchronous instruction by Noon (12:00 PM) so that teachers can have additional preparation and to virtually attend optional professional development training.  Minimum daily instructional minutes will still apply for students.
2. The current 2020-21 calendar will be updated to include the following:

1. Monday, August 10 - Staff Development Day #1 (no change)

2. Tuesday, August 11 - Staff Development Day #2 (change from October 2)

3. Wednesday, August 12 - Staff Development Day #3 (change from March 26)

4. Thursday, August 13 - Planning Day #1 (change from August 11)

5. Friday, August 14 - Planning Day #2 (change from December 18)

6. Monday, August 17 - First Day of School (change from August 12)

7. October 2, December 18, and March 26 shall be regular school days

8. June 4 Planning Day #3 remains unchanged.

E. **Equipment, Technical Training and Support**

1. The District shall provide all necessary equipment, refer employees to free internet resources, and any other necessary equipment to deliver distance learning. If a bargaining unit member does not have sufficient access to internet resources, the District shall work with that member on a case-by-case basis.  Staff shall not be liable for damage to District equipment.  Bargaining Unit Members shall not be required to provide printed worksheets.
2. Bargaining Unit Members shall be allowed to take home their issued classroom laptop, printer, and document camera.  Hot spots may be issued if requested.  Schools shall purchase and issue headsets and microphones if requested.

1. At each site and for each grade level (elementary) or department (secondary), Principals shall survey Bargaining Unit Members to determine any new material or resource needs  by September 1, 2020.  The Principal and teacher representative to the School Site Council will present current programmatic needs and prioritize recommendations from the surveys for purchase.

1. Bargaining unit members shall receive professional development on the use of technology and the delivery of instruction via distance learning. Professional development shall take place virtually prior to the return of students to school and continue through the year.  A menu of topics will be provided such as:

a)   Google Classroom

b)   Google Hangouts/Zoom /breakout rooms

c)   Remote teaching, and grade-level appropriate tools

d)   Parent and student training on technology related to distance learning

e)     Student engagement /community building practices (Surveys will be conducted periodically, and PD will be developed in alignment with indicated needs of educators)

5.   The District shall communicate information regarding training opportunities that are available during contractual time with all bargaining unit members via email.

6.   The District shall provide bargaining unit members access to District provided technical support via virtual tools. This may include access to technical support personnel, helplines, and other technical support from District vendors and/or staff, as well as instruction on distance learning platforms and instructional materials.

7.   In accordance with Ed Code 51512, Bargaining Unit Members will have the option of distributing videos showing their instruction, so long as the parent/guardian of any identifiable student in the video has given consent.  The District will be responsible for distributing all student consent forms and providing the results to teachers.

8.   The District shall provide a central location (district website) or (a shared online folder) for Bargaining Unit Members to access on-line resources and information and prioritize resources for curricular continuity.

9.   SLTA members who voluntarily develop training materials and sessions outside of normal work hours will be paid at the Teacher Hourly Rate with prior authorization by administrator.

F. **Communication, Collaboration, Privacy, and Security**

1. The District shall provide time for teachers to collaborate within the work day to develop curriculum that fits the current educational delivery model.  The agenda for these collaborations shall be determined by the bargaining unit member participants.  For elementary schools, these collaborations shall be organized by grade level; and for secondary schools, these collaborations shall be organized by department.  For the purposes of these collaborations, the District shall provide at least one hour every two weeks.  Staff may collaborate virtually as they deem necessary and appropriate while they are engaged in distance learning. Recognizing this unique situation, the time and manner of collaboration will not be determined by District or site administration.

2.      On a weekly basis, unit members shall inform parents and students of their availability to provide support and clarification via email and/or other virtual platforms. Bargaining unit members shall use their district email account in communications with parents or students.  Bargaining unit members will not be required to provide personal cell phone numbers to parents or students.

G. Professional Development

1. Bargaining unit members shall receive professional development on the use of technology and the delivery of instruction via blended and distance learning prior to the start of school. Professional development shall take place virtually if needed.
2. Professional development will include synchronous and asynchronous formats that will be recorded and made available to bargaining unit members via the District website for future reference.
3. Professional Development will be considered/offered in alignment with indicated needs of educators and be made available during contractual time to all bargaining unit members via email and the District Professional Development calendar.
4. The District shall provide bargaining unit members access to District provided technical support via virtual tools. This may include access to technical support personnel, helplines, and other technical support from District vendors and/or staff.
5. The District will provide training on virtual security, with special attention paid to on-line, real-time video formats.  Students shall be required to have their cameras on for video instruction and be present on the screen, absent special circumstances.  Students will only be permitted to participate in live video/audio lessons after the District has secured parent/guardian permission for such activity and agreed to the District’s acceptable use policy, pursuant to Education Code Section 51512.
6. While operating under a distance learning model, Bargaining unit members may access and work from their classroom/office worksite during regular school hour, as permitted by health order guidance and sign up through site administrator(s).In the event a bargaining unit member reports to a district worksite, he/she 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 distancing between themselves and other individuals and be required to wear a face mask. Staff who cannot wear a mask because of a documented health issue shall be required to wear a face shield and neck drape (tucked into the shirt).

H. **Staffing for COVID-19 Related Illness, High Risk Classification and Mandated Quarantine**

1. Members who do not pass the daily screening, exhibit symptoms of COVID-19 at any time during the school year, have been in close contact with a person who has been diagnosed with COVID-19, or receive a positive COVID-19 test result, should contact their supervisor immediately and shall not enter a district facility.

I. **Leave**

In the event a bargaining unit member is unable to perform their professional responsibilities due to sickness related to the COVID-19 disease, to the full extent required by the Families First Coronavirus Response Act (FFCRA), Bargaining Unit Members may receive up to two weeks of paid leave (with no deduction to accumulated sick leave), up to two weeks of paid sick leave because of a bona fide need to care for an individual subject to quarantine, up to an additional ten weeks of paid expanded family and medical leave (must be employed 30 days), to care for a child whose school or child care provider is closed, or unavailable for reasons due to COVID-19.

J. **Curriculum and Grading**

1.  Bargaining unit members shall determine the means and method for providing instruction based on appropriate standards-based instruction, their resources, and their students’ ability to access the curriculum. Bargaining unit members shall be responsible for planning appropriate 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.

1. Any curriculum resources or lessons provided by the District should be considered the baseline (or a starting point for instruction during this period of distance learning). Teachers may customize the content to meet the needs of the students in their class(es). Bargaining unit members may choose to be innovative and develop activities to support and encourage their own innovative teaching modalities.
2. The coursework provided to students shall have the intention of promoting continuity of learning while students are not in school. This will include enrichment, intervention, and/or exposure to new material. The pace of instruction shall be at the discretion of the teacher based on the needs of one’s students.
3. The District will provide clear instructions for grading and assessments, specific to each level of education. The District will communicate those expectations to the families of SLUSD students.
4. This agreement does not usurp the contractual rights nor provisions in Ed Code for Bargaining Unit Members to administer grades as deemed appropriate.
5. The District shall only require Bargaining Unit Members to administer mandated State and Federal tests, and District STAR tests. Bargaining Unit Members will select and administer literacy and math assessments in order to measure and monitor student progress in grades TK–5.
6. Employee Wellness Policy Progress and Planning Meetings:

Recognizing that the SLUSD has an employee wellness policy, the parties agree to meet 3 times a year to set goals and review progress towards this policy, specifically in regards to stress related to the pandemic and working in schools as we prepare for the needs of our school community. The  district will host 3 meetings during the 2020-2021 (with the first meeting taking place before 9/30/20) and  shall have at least three SLTA members chosen by the SLTA president, and representation from administration and may include representatives from other bargaining units as those units see fit in attendance to complete this work. The SLTA president will provide the names of the three members by September 1, 2020. If these meetings take place outside of work hours, the bargaining unit members will be compensated at the SLTA hourly rate.

1. Socioemotional Learning Committee:

Recognizing that SLUSD has several programs and grants in progress focused on Socioemotional Learning, Restorative Justice practices, and Trauma-informed teaching, there is a need for a committee (at elementary, middle, and high school ) to review all work in order to inform cohesive practices and supports for students across all TK-12 settings. Additionally, it is important to attend to these teaching practices while also developing practices for Racial Justice. These committees will meet 3-5 times during the 2020-2021 school year and at times together, if appropriate. The committees shall have at least three SLTA members chosen by the SLTA president, and representation from administration and may include representatives from other bargaining units as those units see fit.  The SLTA president will provide the names of the three members for each committee by September 1, 2020. If these meetings take place outside of work hours, the bargaining unit members will be compensated at the SLTA hourly rate.

**K. Evaluations**

Evaluations of SLTA Bargaining Unit Members shall be suspended for the duration of this MOU with the exception of temporary and probationary certificated employees.

**L. Special Education, Counseling and Health Services**

1.      If the District implements a staggered schedule for students, The District shall consider balancing the Workload of Nurses, SLPs, Psychologists and Behaviorists when making assignments.   On or before August 31, 2020, the District shall report to SLTA how the daily workload of those positions has been distributed.  Nurses, SLP’s, Psychologists and Behaviorists shall provide online or teletherapy services to students on days when students are not physically present in order to meet student service needs.

2.      The District and Association agree to meet to address implementing guidance from the CDE and/or U.S. Department of Education in order to provide equitable and appropriate education for students with special needs. Special education teachers will work collaboratively with core content teachers via a virtual platform to adapt lessons to meet the needs of students in a digital learning environment and ensure that lessons and activities are appropriate, as documented in the student’s IEP.

3.      SLTA unit members will provide all students with disabilities continuity of learning through a variety of distance learning resources as appropriate. This enables all students access to the same learning opportunities.

4.      Virtual tools shall be used to hold any necessary IEP meetings and to meet and collaborate on a student’s IEP.  Parent/Guardian signatures will be obtained by the case manager when possible during the IEP meeting using the SEIS program or an agreed upon alternate online method of signature gathering and distributing the IEP and related documents to the parent/guardian via email.  If this is not possible, District administration shall obtain parent/guardian signatures and send a hard copy of the IEP to students’ families.   Case managers will not be required to meet in person with parents or guardians or be required to travel to families’ homes in order to gather signatures.

5.      School Psychologists may provide appointments for students for social emotional and/or behavioral needs as well as communicate with families to provide support. Any appointments scheduled may be conducted by, telephone or virtual tools.

6.      Counselors may provide virtual or telephone appointments to students for academic counseling, monitoring, and guidance. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as appropriate.

7.    Speech-language pathologists will provide services, and conduct assessments via online or teletherapy platforms as needed. Speech-language pathologists will use the district approved learning management system to make daily work, lessons, and speech resources available to students and families.

**M. Full Distance Learning Model**

***Distance Learning Curriculum Content and Scheduling***

1.    Bargaining unit members will be expected to provide instruction, resources, and support to students through distance learning. In consideration of personal challenges presented by the COVID-19 Pandemic (e.g., members’ own childcare concerns/needs), instruction may be pre-recorded and posted for the convenience of student learning and bargaining unit members instructional time**.**

2.      Daily instructional time refers to time students spend on activities that are planned and supported by bargaining unit members. The daily minimum instructional time, per grade span is the following:

a.          180 minutes per day for students in PK, TK, and K

b.          230 minutes per day for students in grades 1-3

c.          240 minutes per day for students in grades 4-12

**Impacts to TK-12 Schedule**

1. Bargaining unit members will follow the district issued bell schedule for distance learning for their school.
2. Bargaining unit members must use district-approved blended learning platforms (to enable tech, PD support and avoid privacy issues) and the adopted online curriculum,and may use supplemental materials to support students’ instructional needs.
3. Bargaining unit members will have the option to work from home or in access and be expected to work in their classrooms during school hours. Bargaining unit members may access and work from their classroom/office worksite or from home during regular school hour~~s~~, as permitted by health order guidance and sign up through site administrator(s).
4. Bargaining unit members will provide students on their roster who are English Language Learners the appropriate English Language Development services and instruction. ELD instruction time will be synchronous and included in established instructional minutes.

**Elementary Schools**

Bargaining unit members will follow the elementary instructional (bell) schedule.

TK and K classroom teachers will provide no less than 60 minutes per day of synchronous instruction in addition to the 20 minutes of necessary synchronous ELD instruction for English Language Learners.This will also serve as the maximum synchronous instructional expectation. Classroom teachers will provide the total number of synchronous and asynchronous minutes required by law. The maximum amount of total asynchronous plus synchronous instruction which can be required for Bargaining Unit members is 180 minutes each day.

For grades 1-3, classroom teachers will provide no less than 100 minutes per day of synchronous instruction in addition to the 30 minutes of necessary synchronous ELD instruction for English Language Learners*.* This will also serve as the maximum synchronous instructional expectation.  Classroom teachers’ instructional minutes plus specialists’ instructional minutes will equal the daily minimum instructional minutes required by law. The maximum amount of total asynchronous plus synchronous instruction which can be required for Bargaining Unit members is 230 minutes each day.

For grades 4-5, classroom teachers will provide no less than 110 minutes per day of synchronous instruction in addition to the 30 minutes of necessary synchronous ELD instruction for English Language Learners. This will also serve as the maximum synchronous instructional expectation. Classroom teachers’ instructional minutes plus specialists’ instructional minutes will equal the daily minimum instructional minutes required by law. The maximum amount of total asynchronous plus synchronous instruction which can be required for Bargaining Unit members is 240 minutes each day.

Elementary art, music and PE specialists will work in a modified prep schedule to provide synchronous and asynchronous learning. They will provide no less than 120 minutes of daily synchronous instruction. This will also serve as the maximum synchronous instructional expectation.  Elementary art, music and PE specialists may also provide additional asynchronous instructional minutes to support their synchronous instruction.  The maximum amount of total asynchronous plus synchronous instruction which can be required for Specialists is 240 minutes each day.

In the elementary schools, Teachers at each grade level will collaborate to develop a schedule that meets the distance learning requirements of the state.

**Secondary Schools**

1. Bargaining unit members teaching grades 6 through 12 will follow the bell schedule for their school with a student receiving no less than one-third of the minutes per period of synchronous learning each day. This will also serve as the maximum synchronous instructional expectation. Asynchronous work will be assigned for the remaining two-thirds of each period.

2.   The Middle Schools shall follow a block schedule Tuesday through Friday, with all classes meeting on Monday.

3. San Leandro High School will use a block schedule, with three periods scheduled every day.  A teacher will teach only three classes each quarter, and will have the same classes for the first marking period and the third marking period.  Likewise, classes taught the 2nd quarter will also be taught in the 4th quarter.  Each quarter will represent the entire curriculum for the semester.  This schedule will be in place for the 2020-21 school year regardless of instructional model.

4. Lincoln Alternative Education Center shall follow a block schedule Tuesday through Friday, with all classes meeting on Monday.

**Impacts to Specific Bargaining Unit Members**

Principals will work with elementary Art, Music and PE Specialists to determine scope of assignments and synchronous instruction.  Bargaining Unit Members in these classifications shall be given an additional hour of collaboration time each week to make these adaptations.

Principals will work with librarians to develop procedures that follow health guidelines in order to support home online access to library resources, including access for students on independent study.

Librarians will check out/issue technology (chromebooks, assistive tech, hotspots) to students for at-home use.

Counselors will contact families of students who are not participating in the all distance learning model.

Resources Specialists will provide services and conduct assessments via online platforms.

Behavior Specialists will provide services and conduct assessments via online platforms.

For Bargaining Unit Members who are not classroom teachers, when a Bargaining Unit Member’s workload exceeds the member’s work hours, a meeting shall be initiated between the Bargaining Unit Member and his or her appropriate supervisor to prioritize job expectations in order to meet contractual work hours.

**Attendance**

1. Bargaining unit members shall be responsible for taking daily attendance for all students on their roster including communicating time value for assignments via a daily schedule for synchronous and asynchronous learning in order to ensure that daily minimum instructional minutes are met.
2. All SLTA absences will be reported using the district substitute management system.

**Parent/Guardian Communication**

1.      Bargaining unit members will not assign off campus assignments that require printing from home by the student/parent/guardian.

**O. Miscellaneous and Other Provisions**

1. The parties agree to continue to meet and negotiate alternative instructional models that include in-person instruction that the district can utilize when it is safe to do so.
2. In the event that the district is in a full distance learning model, and the State*/*County*/*District determines that schools are safe to reopen either in a blended model or full in-person model, the District shall provide at least five days notice to all bargaining unit members to prepare for return to the classroom with students.
3. In the event that the State/County/District determine that schools can operate safely in a full in-person model, the district and SLTA will negotiate adjustments to the currently engaged model to adhere to the newly updated hygiene and safety protocols and adhere to the current Collective Bargaining Agreement and provide a 48-hour notice.
4. All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.
5. This MOU resolves the negotiable effects of impacts due to COVID-19 related changes in 2020-2021. The District and/or Association reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures in the 2020-21 school year.
6. This MOU shall expire in full without precedent on June 30, 2021, unless extended by mutual written agreement.

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For SLTA For SLUSD

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Date Date