MEMORANDUM OF UNDERSTANDING

Between

DIXON UNIFIED SCHOOL DISTRICT (DUSD)

And

DIXON TEACHERS ASSOCIATION (DTA)

Concerning

CORONAVIRUS RESPONSE – REOPENING OF SCHOOLS 2020-21 SCHOOL YEAR

In recognition of the Governor's announcement on July 17, 2020, releasing guidance on the reopening of schools, counties on the watch list will reopen schools via Distance Learning until certain criterias are met and Solano County Public Health determines that Districts can reopen schools in person. In the interest of students, employees and public safety, the Dixon Unified School District, hereinafter called "District," and the Dixon Teachers Association, hereinafter called "Association," collectively referred to throughout this Agreement as "Parties," enter into this Memorandum of Understanding "Agreement" concerning the Reopening of Schools for 2020-2021 school year.

RECITALS

The State Budget and Senate Bill 98 place a strong emphasis on teacher-student engagement in Distance Learning. Distance Learning must include the following minimum components:

- (1) provision of access for all pupils to connectivity and devices adequate to participate in the educational program and complete assigned work;
- (2) content aligned to grade level standards that is provided at a level of quality and intellectual challenge equivalent to in-person instruction;
- (3) academic and other supports designed to address the needs of pupils who are performing below grade level, or need support in other areas;
- (4) special education, related services, and any other services required by a pupil's individualized education program;
- (5) designated and integrated instruction in English language development; and
- (6) daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. (Ed. Code, § 43503(b).)

The Parties recognize the importance of maintaining safe learning opportunities for the benefit of the students and community served by the District and its teachers and staff. It is further recognized that the continuity of the District's instruction is important for and provisions should be made for District employees who are impacted. In order to promote public health and the stability of employees, reduce the negative financial impacts on employees, and to ensure a high quality instructional program for students, the Parties agree to the following below.

TERMS OF AGREEMENT

Distance Learning Defined

As defined by California Department of Education, "Distance Learning" means instruction in which the student and instructor are in different locations. This may include interacting through the use of computer and communications technology, as well as delivering instruction and check-in time with their teacher(s). Distance Learning may include video or audio instruction in which the primary mode of communication between the student and instructor is on-line interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology. It may also include the use of print materials incorporating assignments that are the subject of written or oral feedback.

Elementary:

It is the intent of this article to describe the base program for each school site. The model by which specialized non-General Education programs, such as Science, PE, RtI/Intervention, and ELD, will be delivered shall be decided at the site level as Parties recognize the need for flexibility based on context. Nonetheless, sites are expected to implement these programs with fidelity to their intent, job descriptions, and federal and state statutes, as applicable.

A copy of the elementary Distance Learning Schedule is included herein as Attachment A.

Secondary

CA Jacobs/John Knight Middle School Distance Learning Schedule is included herein as Attachment B.

Dixon High School Distance Learning Schedule is included herein as Attachment C.

Maine Prairie High School Distance Learning Schedules is included herein as Attachment D.

Protocols, Roles, and Expectations for Delivering Distance Learning

The District will establish digital learning platforms teachers will be expected to use and provide professional development in using such platforms.

The District will establish protocols for staff when using digital learning platforms, especially protocols which relate to ensuring student safety and privacy, enhance staff's ability to meet the needs of the diverse learners in their classes, and presenting class content in a way that is clear for both students and families.

Teachers will post lessons, activities, media, and other relevant curricular resources so that students have daily communication from their teacher(s). Students will be required to access said resources at the time they are scheduled to participate in synchronous learning, and during times they need to complete assignments asynchronously.

All curricular materials, including access to the teacher's Google Classroom, are to be made available to site administration for the purpose of viewing curricular and instructional plans, and offering support and feedback as needed.

Daily Attendance and Engagement

Student attendance shall be logged daily in accordance with District procedures.

Common Planning Time (CPT)

CPT will occur Monday afternoons at all sites in a manner that adheres to the collective bargaining agreement.

Student Grading

Grades and evaluation of student performance will be done in accordance Board Policy 5121.

Communication with Parents/Guardians and Students

Bargaining unit employees are expected to respond to student and family inquiries within 24 hours, excluding non-work days. Employees will be expected to consistently provide lesson plans, instruction, resources and support to students through Distance Learning. Employees will communicate consistently when they will be available to students and families in advance via email and/or other virtual platforms to respond to and support students' needs. It is highly encouraged that employees find a consistent time to be available so that families and students may adjust their schedules and develop routines.

School Psychologists

Bargaining unit employees will provide services under the direction of the Director of Special Education and in line with their job duties. Appointments, testing, and other job related tasks will be provided virtually. When appropriate, and if consented to by the employee and their supervisor, some appointments and/or testing may be done in person provided all COVID-19 related safety precautions are in place and abided by.

Guidance Counselors

Bargaining unit employees will provide services under the direction of their principal(s) and in line with their job duties. Student and family appointments will be conducted virtually.

Special Education

As per the CBA, bargaining unit employees (e.g. Teachers, Speech Therapist, Nurse, etc) shall work with the Director of Special Education to identify best practices as to how to serve individuals and groups of students, including monitoring and updating IEPs. Moreover, Special Education and General Education teachers will collaborate as necessary to meet the IEP needs of students.

Other Bargaining Unit Employees

All other bargaining unit employees (e.g. Intervention, ELD, TOSA, District Librarian, Coach, etc) shall work with their immediate supervisor to best provide support to staff and students.

Evaluation Process

All probationary employees shall be evaluated per the CBA process as outlined. For all Permanent employees, the Parties agree to waive the eligibility criteria and utilize the Non-Traditional Evaluation process. A sub-committee shall be formed to identify "The Project Based" topics to choose from no later than September 9, 2020. DTA may select their own representatives. The District and DTA agree the committee will have two further sub-groups: one from elementary and one from secondary levels. Check-in dates are January 15 and March 19 with a completion date prior to May 1. All other articles related to the Non-Traditional Evaluation remain status quo.

Work Location and Safety Protocols and Guidelines

In order to ensure high-quality delivery of curriculum, collaboration with colleagues, access to sufficient network bandwidth, reasonable accountability structures, access to all classroom teaching materials, ability to communicate in real time with support staff, receive assistance from the technology department or other departments as needed, and operate in a safe work environment with limited distraction, all staff will be expected to complete their duties from their assigned school work space beginning the week of August 24, 2020 through September 18, 2020. Should federal, state, or local health authorities declare a Stay at Home order at any time during this window, staff shall have the option of completing their work duties remotely. (Note: The process for staff wishing to request Reasonable Accommodations and/or Leave is described later in this MOU).

Employees may choose to work remotely on Mondays and non-student days. Employees who plan to exercise this right shall notify the District by entering the appropriate code in the Frontline system no less than one hour prior to the start of the work day. Access to Internet, phone, and any other services required to effectively execute job duties, and which are available to the staff member at their workplace, shall be the sole responsibility of the employee should they choose to work remotely. Employees who choose to work remotely, but whose performance suffers as a result, shall lose the option working remotely.

After September 21, employees opting to work from their worksite may work remotely up to seven (7) work days as long as the District is operating in the Distance Learning model. Prior to September 21, employees may use two (2) remote work days. Use of these two (2) days will count against the total of 7 remote work days.

Beginning the week of September 21, 2020, employees shall have the option to work from their assigned work location or to work remotely. Prior to September 11, 2020, staff shall inform their supervisor of their intent to work from their worksite or remotely. Following this date, an employee is allowed one opportunity to change to the other working option. Switching between options is limited to ensure all proper safety protocols continue to be in place.

Should a staff member who has chosen to work remotely wish to work from their worksite instead for a single day exception, they shall notify their supervisor by 12:00 P.M. the day prior to working on site. Staff who are working remotely but choose to exercise the option to work on site must check-in, via email or phone call, to the office upon arrival on campus.

Access to Internet, phone, and any other services required to effectively execute job duties, and which are available to the staff member at their workplace, shall be the sole responsibility of the employee should they choose to work remotely. Teachers may take their laptops to and from school to home as they are intended to be portable; however all other permanent classroom items shall remain in the classroom so as to avoid loss or damage.

Staff who choose to work from home will do so with the understanding that they are to fully execute the duties specified in the DTA/DUSD Collective Bargaining Agreement, Board Policy, and this MOU. Should an employee not complete said duties it will result in a directive from the employee's supervisor to begin working physically from school, pending the application of the monitoring and supervision process described below. In order to ensure the employee has adequate time to make arrangements, the employee will have up to three (3) days to transition to working from school.

Expectations for Employees Who Work Remotely While Conducting Distance Learning:

In order to provide the most effective instruction and support to students, whether working on campus or remotely, the following expectations shall be adhered to by all employees:

- Respond to school personnel, including site administration, colleagues, or support staff in a timely manner
- Respond to student and/or family outreach in a timely manner
- Access to network and technology which allows for uninterrupted class sessions, meetings, etc.
- Adhere to scheduled class times, meetings, and other professional obligations.
- Maintain a distraction free environment in the chosen work location which allows for an employee to focus on job duties unimpeded.
- Maintain a distraction free environment in the chosen work location which allows for students and/or other people with whom the employee is interfacing to fully focus.
- Maintain student confidentiality at all times.
- Be responsive to informal or formal observations by the site principal or designee that specify areas of improvement.
- Effectively participate in collaborative dialogue with colleagues.
- Conduct job duties in a manner that does not require the supervisor to engage the disciplinary process outlined in the collective bargaining agreement.

Monitoring and Supervision Process for Remote Working:

If a supervisor determines an employee is not meeting these expectations, they will immediately schedule a meeting with the employee to address their concerns. A summary memo, which shall include clear directives on needed improvements, will follow this meeting. Subsequent to this first conversation and follow up, should an employee continue to not meet expectations, they shall be directed to physically return to their assigned work location. Should an employee's inability to meet these expectations be of a serious enough nature, they may be required to return to work physically prior to receiving a warning.

Requiring an employee to physically return to work shall not be considered a disciplinary action. Circumstances may exist in which the reasons an employee is required to return to their worksite also initiate the progressive discipline process specified in the CBA.

To provide a safe work environment, and to operate within and beyond the protocols recommended by health officials, the District will implement the following safety protocols and guidelines:

- a) Day to Day Absences Due to Illness, including Non COVID-19 related symptoms: If an employee is sick in general, they are to stay home and not report to work until they feel better. Employees shall adhere to the standard protocols of absence reporting in the Frontline system. Staff must not report to work if they have been exposed to COVID-19 or show signs of COVID-19 symptoms. If consecutive absences exceed five (5) work days, a physician statement releasing the employee to return to work is required. In accordance with the HIPAA regulations, employees are not required to notify their supervisor and the Human Resources Department but are encouraged to do so. If an employee needs federal Covid leave, they do, however, need to notify HR.
- b) <u>Temperature Screenings</u>: Employees are responsible to take their own temperatures prior to leaving home and coming to work each day. In accordance with public health guidance, if an employee has a temperature reading of 100.4 degrees or above, they should follow guidelines in letter (a) above. If needed, employees will have access to and may use a thermometer at their school site upon arrival.
- c) Cloth Face covering or appropriate PPE: All DUSD employees must wear a disposable or cloth face mask which will be provided by the District. These coverings are to be worn at all times to prevent a person from spreading respiratory droplets while talking, breathing, or coughing except when working alone in their work spaces. Face shields will be provided for optional use in conjunction with a disposable or cloth mask. In addition to masks, hand sanitizer, gloves, and wipes will be available.
- d) Physical and Social Distancing: Every effort will be made to provide unit members with their own classroom or workspace to maximize physical distancing. Recognizing situations may arise that require two or more people to be in a classroom or workspace, the District will take measures to ensure that social distancing and other precautions are maintained. Should this need arise, prior notice will be provided to the employees for the purposes of discussing concerns and gathering feedback. All work desks or areas must be at least 6 feet apart from one another. All employees must keep at least 6 feet from other employees at all times. Employees are asked to be respectful and courteous of all work spaces, ensuring at least 6 feet physical distance and offering friendly reminders to one another of the "new norm". Maintaining adequate space is one of the best tools available to avoid exposure to COVID-19 and slow its spread.
- e) Handwashing and Hand Sanitizers: Employees shall follow handwashing protocols by handwashing with soap and water for 20 seconds or through the use of hand sanitizer containing at least 60% alcohol, all of which will be supplied by the district. Employees are expected to perform handwashing/hand sanitizing upon arriving and leaving work, before and after lunch, and before and after using the restroom or other common areas. Posters to remind all employees to wash their hands for at least 20 seconds or use hand sanitizer are posted in the break room and restrooms at all sites.

- f) <u>Cleaning</u>: Custodial cleaning will be completed daily in all work areas. Disinfecting will be completed daily in each classroom and all high contact areas. All cleaning and disinfecting will occur when teachers are not in the classroom.
- g) Restrooms: Will be cleaned and disinfected daily.
- h) **Break Room**: Sites will determine access and capacity at each location on their campuses.
- i) Meetings: Meetings should be held remotely.
- j) Process if a teacher gets a positive result for a Covid 19 test and if HR gets notified by the employee: The District will contact Public Health who has specific steps/procedures they follow.

All staff are required to follow these safety protocols. Failure to follow the protocols will result in the Progressive Discipline process outlined in the CBA.

Change in Model

Prior to a change in model (i.e., Distance Learning to Hybrid Learning) the Parties agree to collectively seek consultation from Solano County Public Health.

Curriculum Development

The Parties recognize the need to adjust curriculum to ensure success in the Distance Learning model. As such, the Parties agree to the following as the premises for our work together:

- 1. DUSD is obligated under the law, as well as ethically, to ensure California State Standards are taught at every grade level in every class, acknowledging that Distance Learning model is different from our traditional mode of instruction.
- 2. Our current Board-adopted curriculum and curricular materials are the foundation for Distance Learning Curriculum.
- 3. Staff will be given time to work collaboratively to develop, reflect on, and adjust curriculum.
- 4. Staff are provided ongoing professional development and support to increase capacity with regard to curriculum development and delivery in Distance Learning.
- 5. How and what we assess will need to be reconsidered and adjusted as needed.
- 6. Creating consistency within grade levels and across grade bands is critical.
- 7. Curriculum will need to be augmented with digital resources.

School Year Calendar Adjustment and Professional Development and Planning Days

In order to allow for planning and preparation, the 2020-21 student attendance calendar (attached in the appendices) will be adjusted to delay the start of school 10 business days to August 24, 2020. Moreover, to address the professional development and planning needs of staff, bargaining unit employees who work a 184 work day calendar shall participate in three (3) additional professional development days on August 17, 18, and 19 at their per diem rate.

Bargaining unit employees who work a 194 work day calendar shall be timesheeted at their per diem rate for actual days worked between July 30, 2020 to August 12, 2020 and shall have three (3) professional development days determined by their immediate supervisor. These optional days are offered to allow staff to receive professional development with regard to expectations and best practices for Distance Learning, and to allow staff time to collaboratively plan with colleagues. The funding for these days will

be from one-time federal and state funds which are provided specifically to allow schools to execute learning models in this unique situation. (Note: these days are in addition to the two optional professional development days currently under Tentative Agreement during regular contract negotiations. These days have not yet been scheduled.)

Additionally, in the elementary and secondary models attached as appendices, staff are allotted 120 minutes of non-instructional time on Mondays. The purpose of these 120 minutes is to provide professional development and support to teachers to best deliver Distance Learning, allow teacher teams time to collaborate around curriculum, and provide time for teachers to work with curricular materials to alter them for Distance Learning. Time for which teachers are required to participate in professional development during these 120 minutes is not to exceed 60 minutes.

Employee Absences and/or Leaves

- a) **COVID Exposure or Positive Test.** Bargaining unit employees are permitted to use any and all leaves to which they are entitled under the Collective Bargaining Agreement, as well as under state and federal law.
- b) Reasonable Accommodation Process. Bargaining unit employees who may be at high-risk for COVID-19 exposure during the pandemic and who provide the appropriate medical documentation will be entitled to any reasonable accommodation as required by state and/or federal law.
- c) Leave of Absence. Bargaining unit employees who cannot be accommodated by the District may be entitled to any and all leaves under the Collective Bargaining Agreement, as well as under state and federal law.

Other Provisions

- 1. All bargaining unit employees are required to complete the Mandated Trainings including COVID-19 through Target Solutions by October 31, 2020.
- 2. This MOU may be changed or amended by the Parties as necessary to address any new orders issued by a federal, state, or local officer or agency that contradict or impact the terms of this MOU.
- 3. Other items regarding reopening of schools may still need to be negotiated. DUSD and DTA reserve the right to negotiate any additional impacts of reopening of schools in the 2020-2021 school year.
- 4. This MOU shall be in place for the duration of the distance learning model unless #2 above applies, or shall expire on June 30, 2021, whichever comes first.
- 5. This MOU sets no precedents and has been created to address the COVID-19 pandemic. All other articles in the CBA, notwithstanding this MOU, are active and enforced.

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

For the District

For the Association

8/14/2020

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Date:		<i>\tag{\tau}</i>	
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Date:			

Date: 08/14/2020

Day	Group A (AM Group)	Group B (PM Group)
Monday	9:00-12:00: Asynchronous Work Provided by Teacher	10:00-11:00: Asynchronous Work Provided by Teacher
	1:00-2:00: Asynchronous Work Provided by Teacher	12:00-3:00: Asynchronous Work Provided by Teacher
Tuesday	8:15-11:15 Synchronous Learning Directed by Teacher	8:15-11:15: At Least 1 Hour of Asynchronous Learning
	12:00-3:00: At Least 1 Hour of Asynchronous Learning	12:00-3:00: Synchronous Learning Directed by Teacher
Wednesday	8:15-11:15 Synchronous Learning Directed by Teacher	8:15-11:15: At Least 1 Hour of Asynchronous Learning
	12:00-3:00: At Least 1 Hour of Asynchronous Learning	12:00-3:00: Synchronous Learning Directed by Teacher
Thursday	8:15-11:15 Synchronous Learning Directed by Teacher	8:15-11:15: At Least 1 Hour of Asynchronous Learning
	12:00-3:00: At Least 1 Hour of Asynchronous Learning	12:00-3:00: Synchronous Learning Directed by Teacher
Friday	8:15-11:15 Synchronous Learning Directed by Teacher	8:15-11:15: At Least 1 Hour of Asynchronous Learning
	12:00-3:00: At Least 1 Hour of Asynchronous Learning	12:00-3:00: Synchronous Learning Directed by Teacher

Monday Schedule for Teachers:

8:00-9:00: Prep Time. Ensure Google Classroom is updated by 9:00.

9:00-12:00: Within this window, at least one hour published office hours for Group A. To be determined at site.

1:00-2:00: Office Hour for Group B

2:00-3:30: CPT

Note: Non-General Education programs, such as Science, RtI/Intervention, ELD, and Special Education will be delivered in this model. Sites are granted flexibility to ensure these programs and services are implemented with fidelity to their purposes, job descriptions, and federal and state statutes, as applicable.

Attachment B: CAJ/JKMS Distance Learning Schedule

Day	Group A			Group B		
Monday	Teachers	ynchronous Work I nchronous Work Pi		Teachers	nchronous Work Pi chronous Work Pro	
Tuesday/ Thursday	Period	Time	Mode	Period	Time	Mode
	1	8:30-9:20		1	8:30-9:20	
	2	9:30-10:20	S	2	9:30-10:20	A
	3	10:30-11:20	S Y N C	3	10:30-11:20	S Y N
	6th/7th Lunch 4 Period	11:20-12:10	С	6th/7th Lunch 4 Period	11:20-12:10	C
	8th Lunch 5th Period	12:10-1:00	A S	8th Lunch 5th Period	12:10-1:00	S Y N
	6	1:10-2:00	Y N C	6	1:10-2:00	C
	7	2:10-3:00	С	7	2:10-3:00	
Wednesday/Friday						
	Period	Time	Mode	Period	Time	Mode
	1	8:30-9:20	_ A	1	8:30-9:20	
	2	9:30-10:20	S	2	9:30-10:20	S Y
	3.	10:30-11:20	N C	3	10:30-11:20	C

6th/7th Lunch 4 Period	11:20-12:10	
8th Lunch 5th Period	12:10-1:00	S Y
6	1:10-2:00	N C
7	2:10-3:00	

6th/7th Lunch 4 Period	11:20-12:10	
8th Lunch 5th Period	12:10-1:00	A S
6	1:10-2:00	N C
7	2:10-3:00	

Monday Schedule for Teachers:

8:00-9:00: Prep Time. Ensure Google Classroom is updated by 9:00.

9:00-12:00: Within this window, at least 1 hour published office hours for student support. To be

determined at site.

1:00-2:00: Office Hour for student support.

2:00-3:30: CPT

Attachment C: Dixon High School Distance Learning Schedule

Day	Group A			Group B		
Monday	Teachers	Asynchronous Work Pr			ynchronous Work Provi	-
Tuesday/ Thursday	Period	Time	Mode	Period	Time	Mode
	0	7:30-8:20		Ó	7:30-8:20	
	1	8:30-9:20	S	1	8:30-9:20	A S Y N
	2	9:30-10:20	S Y N C	2	9:30-10:20	N N
	3	10:30-11:20		3	10:30-11:20	
	Lunch	11:20-12:10		Lunch	11:20-12:10	
	4	12:10-1:00	A	4	12:10-1:00	S
	5	1:10-2:00	S Y	5	1:10-2:00	S Y N C
	6	2:10-3:00	N C	6	2:10-3:00	

Period	Time	Mode	Period	Time	Mode
0	7:30-8:20		0	7:30-8:20	
1	8:30-9:20	S	1	8:30-9:20	S
2	9:30-10:20	S Y N C	2	9:30-10:20	S Y N C
3	10:30-11:20		3	10:30-11:20	
Lunch	11:20-12:10		Lunch	11:20-12:10	
4	12:10-1:00	S	4	12:10-1:00	A
5	1:10-2:00	S Y N C	5)	1:10-2:00	A S Y N C
6	2:10-3:00		6	2:10-3:00	Č

Monday Schedule for Teachers:

8:00-9:00: Prep Time. Ensure Google Classroom is updated by 9:00.

9:00-12:00: Within this window, at least one hour published office hours for student support. To be determined at site.

1:00-2:00: Office Hour for student support.

2:00-3:30: CPT

Attachment D: Maine Prairie High School Distance Learning Schedule

Day	All Students
Monday	9:00-12:00: Asynchronous Work Provided by Teachers 1:00-2:00: Asynchronous Work Provided by Teachers

Per	iod Time
1	8:30-9:15
2	9:25-10:10
3	10:20-11:05
4	11:15-12:00
Lu	nch 12:00-12:20
5	12:20-1:05
6	1:15-2:00

Monday Schedule for Teachers:

8:00-9:00: Prep Time. Ensure Google Classroom is updated by 9:00.

9:00-12:00: Within this window, at least one hour published office hours for student support. To be determined at site.

1:00-2:00: Office Hour for student support.

2:00-3:30: CPT



2020 - 2021

STUDENT ATTENDANCE CALENDAR

Dixon Unified School District



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2do Trimestre = 71 Dia

3er Trimestre= 62 Dia



CONFERENCIAS EN ESCUELAS PRIMARIAS (TODA LA SEMANA)

CONFERENCIAS EN LA SECUNDARIA (SOLO 3 DÍAS)

EXAMES FINALES EN OHS

10 DAY DELAY PENDING FINAL APPROVAL 8.3.20