

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
GREENFIELD UNION SCHOOL DISTRICT  
AND  
GREENFIELD TEACHERS ASSOCIATION**

**Pilot Program for In-Person Small Group Cohorts**

**November 6, 2020 @ 11:30**

The Greenfield Union School District ("District") and Greenfield Teachers Association ("Association"), hereinafter collectively referred to as "the Parties", have a collective bargaining agreement that includes relevant items such as teacher work day, teacher instructional day, collaboration time and preparation time. This MOU supplements, and when in conflict supersedes, the collective bargaining agreement ("CBA"). This MOU is entered by the Parties in furtherance of the obligation to provide a free and appropriate public education to students.

The parties agree SDC students, vulnerable to learning loss, would benefit from receiving in-person instruction. Additionally, in-person instruction would benefit Preschool and Transitional Kindergarten students who are entering the educational system for the first time to develop social skills and a strong numeracy and literacy foundation. Additional outcomes that would be achieved by providing in-person instruction to small cohorts would include:

1. Teachers would have the opportunity to pilot an instructional approach that would support a smooth transition to hybrid instruction on a larger scale when permitted by State and local health department guidance.
2. Teachers would provide input into the development of practices and routines that could result in an optimal learning environment for ALL students upon the return to in-person instruction.
3. Data gathered from the pilot program can be used to inform strategies for learning loss mitigation for other grade levels upon the return to in-person instruction.
4. This pilot program is completely voluntary and unit members shall have the choice to volunteer for the in-person SDC, TK and Preschool positions. Unit members shall be held harmless for not volunteering for an in-person SDC, TK and Preschool position and the decision to volunteer or not volunteer shall not be used for evaluation purposes.

The parties agree that an in-person small group cohort option may be implemented in alignment with state and local guidance related to providing instruction, targeted services and support for students in ways that maintain the focus on health and safety to minimize transmission.

In alignment with the California Department of Public Health's most recent guidance, the number of students on a given school site should generally not exceed 25% of the school's enrollment size or building capacity.

- Cohorts must be no larger than can be accommodated by the space available in the facility to provide at least the required distance between each person, including staff, but in no instance larger than 16 individuals total. Cohorts are limited to no more than 14 students, with no more than 2 supervising adults in a supervised environment, or a configuration of no more than 16 individuals total (children and youth or adults) in the cohort.
- The number of adults assigned to a cohort should be minimized and is ideally limited to two. However, cohorts may include more than two adults, provided the total size of the cohort does not exceed 16 individuals (students and adults together).
- Cleaning and wiping surfaces (e.g., desks, door handles, etc.) must be maintained between multiple student uses, even in the same cohort. See Section C, Safety and Appendix 1, for list of items that will be provided to each classroom.

#### **A. In-Person Cohorts/Schedules**

Staff may provide in-person instruction to cohorts of students during the instructional day. The instructional schedules for cohorts shall be as shown in Appendix 2 with the mornings reserved for in-person instruction and the afternoons reserved for distance learning four days per week. Wednesdays will be reserved for intervention, flexible small group instruction for differentiated instruction, science at the elementary sites, collaboration/PLC, PD and staff meetings. The work day shall follow the provisions of Article 8 in the CBA and shall comply with the contractual limits. Teacher preparation time shall follow Article 16 of the CBA.

Unit members participating in this pilot program shall attend weekly virtual meetings which shall not extend beyond one hour of the contractual work day with District or site administration to analyze successful methodologies and identify possible changes or adaptations that would help students return to in-person instruction and make up lost learning. For participating in this small cohort in-person pilot program, and in recognition of the additional efforts involved, unit members shall receive a stipend of \$500 per month, which shall be prorated for any partial month.

#### **B. Notification of Opportunities/Reassignments**

1. Cohort instructors must have the appropriate credentials/permits for the assignment. Teachers volunteering for cohort instruction shall serve at their regular school site when possible.
2. The district will notify all Preschool/TK/SDC teachers via email of the need for cohort teachers. Whenever possible, Preschool/TK/SDC teachers shall be selected to teach a cohort of their currently assigned students. Students from other classes may be reassigned to a cohort when necessary to form a functional and complete cohort. Once a student cohort is formed, students shall not be transferred to another cohort or moved between different cohorts.
3. If not enough Preschool/TK/SDC teachers volunteer for cohort instruction, the District will solicit volunteers from other positions within GTA. Volunteers from other grade levels or positions may be transferred/reassigned to cohort

instruction. TK/SDC teachers who do not volunteer for cohort instruction may be transferred/reassigned to another non-cohort distance learning teaching position within their credential. Any transfers or reassignments under this MOU may be made regardless of the limitations normally applicable to transfers or reassignments in Article 5 of the collective bargaining agreement. Unit members shall not be involuntarily transferred to a cohort position. Unit members who are able to teach and for which positions may not be available shall continue to receive their full salary and benefits.

### **C. Safety**

When reopening schools for any form of in-person learning, the District shall primarily utilize the COVID guidelines issued by California Department of Public Health (“CDPH”) and Monterey County Department of Public Health (“MCDPH”). The state requires that school officials should develop and implement plans in collaboration with local health officials and school-based staff, but are not required to receive express approval from the local health department. The site specific protocols for each site are attached as Appendix 3.

Definitions:

- A **cohort** is a stable group with fixed membership that stays together for all courses and activities (e.g., lunch, recess, etc.) and avoids contact with other persons or cohorts.

#### **1. Physical Space**

- a. In classrooms:
  - i. Desks/tables should be spaced apart to provide recommended social distancing (currently 6 feet) between students.
  - ii. Reasonable physical barriers may be installed upon request of the unit member where recommended social distancing is not possible due to physical limitations of students.
- b. Staff and students who do not pass the health screening will be instructed to stay home. Staff and students who begin to display symptoms consistent with COVID-19 during the school day or work day will be sent home or will be sent to an isolation room (sick room) to minimize contact with others until they are able to go home. Students shall not be allowed to return to campus until they have completed the 14 day quarantine period.

#### **2. Personal Protective Equipment (PPE) and Other Safety Materials:**

- a. The District shall require the use of facial coverings (“masks”) in accordance with state, and local guidelines currently in effect or as may be amended. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield. The district will supply appropriate PPE to all unit members. Unit members may provide their own PPE so long as the PPE meets

required standards set forth by state and county guidelines and is equivalent or more to the PPE provided by the district.

- i. If, due to a significant and documented cognitive or mental health disability, the student is not able to wear a face covering, than per the CDC guidelines, other measures to reduce the risk of COVID-19 spread, including social distancing, frequent hand washing, and cleaning and disinfecting frequently touched surfaces must be adhered to.
- b. N-95 Masks: The District shall provide N-95 masks for bargaining unit members working directly with individuals who get sick at a worksite with COVID-19 like symptoms, students who are not able to wear a mask, and bargaining unit members who have pre-existing conditions and/or care for a family member that make them high risk for COVID-19.
- c. Aprons/Smocks: The District shall provide aprons/smocks for bargaining unit members working with individuals who are sick, need hygiene assistance, or who need feeding assistance.
- d. Additional PPE including N-95 masks will be provided to special education teachers when their duties require them to be in close contact with students. Unit members working daily with students who are unable to wear a mask due to medical limitations shall be provided with five N-95 masks that the unit member can rotate, one for each day of the week, allowing a four day gap between the use of each mask.
- e. Each unit member will be provided with at least one plexiglass table shield, and special education teachers will be provided at least two. Unit members may provide their own PPE so long as it meets or exceeds the protection provided by the District provided PPE.
- f. If a student is refusing to wear a mask or wear a mask properly and is able to do so, the unit member shall report the refusal to site leadership and the student will be escorted to the front office. Unit members shall not be required to be placed in unsafe conditions due to a student who is unwilling and is refusing to wear a mask.
- g. Hand sanitizer/soap: The District shall comply with the following hand washing logistical requirements:
  - i. Every room with a sink shall be stocked with soap;
  - ii. Every classroom shall be provided hand sanitizer;
  - iii. Non-classroom workspaces shall be provided hand sanitizer that has at least 60% alcohol content;
  - iv. Hand sanitizer with at least 60% alcohol content at each entrance and at exit point;
  - v. Teachers will inform their custodian if more hand washing/hand sanitizing supplies noted above are necessary and contact site administration if a timely response is not provided;

- vi. Wipes or hand sanitizer with at least 60% alcohol content will be readily available near the copiers and any other shared equipment for sanitation purposes.
- h. Daily Cleaning and Disinfecting: District custodial staff will daily clean and disinfect high-touch surfaces and fixtures, using the recommended disinfectants. In addition, the District will be using a “fogging” sanitation process each evening for all occupied rooms. A list of custodial cleaning protocols is attached as Appendix 4.

### **3. Additional Modifications**

The District will implement the following proposed strategies:

- a. Limit non-essential visitors on campus. With the exception of the site or district administrator(s), emergency behavior support staff, and related service staff who are pulling students from the cohort, no additional adults will be allowed in the classroom to minimize risk to the cohort. Teachers shall be notified if their classroom is used by District or site staff when the teacher is not on-site.
- b. The District, working with unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected between uses. Unit members will be provided with supplies to clean shared equipment and provided with additional supplies as requested within 48 hours.
- c. Require Temperature and Symptom Checks: Families and staff will need to take their temperature and assess their students and themselves for symptoms prior to coming to school/work. All sites will be equipped with touchless thermometers and a touchless station that allows staff and students to take their temperature if they were unable or forgot. Students and adults should also screen themselves for respiratory symptoms such as cough and shortness of breath prior to coming to school each day. Students and adults experiencing those symptoms should not attend school. For employees, if their temperature is 100.4 F degrees or higher, the employee needs to call in to Human Resources.
- d. Unit members who suspect that a student is showing symptoms of illness may request supplemental temperature checks during the instructional day. Unit members shall contact the office and send the student with an aide for the temperature check. If the classroom aide is not available, office staff will send someone to the classroom to pickup the student for a temperature check. If requested, such checks shall be performed as soon as possible, and any student with a temperature of 100.4 or higher shall be directed to the designated isolation room at that site until the student is picked up by a parent or guardian.
- e. Student Lunch and Recess: If students are on site for lunch or recess, the District will provide adequate staffing for supervision to ensure that unit members receive a forty (40) minute duty free lunch as applicable. Students will not eat

lunch in the classroom that is being used for cohort instruction. Snacks shall be provided and consumed outside when weather permits. In the event of inclement weather, students will consume snacks in the cafeteria or another room designated for this purpose.

- f. Unit members volunteering for cohort instruction shall be provided two (2) unencumbered days to prepare for the return to in-person instruction. Unit members shall provide asynchronous materials to their students for these days.
4. Substitute Coverage: In the event a unit member is out due to an illness and is unable to provide in-person instruction students shall still attend school but shall engage in distance learning instruction. A substitute may be provided to the student cohort for in-person instruction for ages 5 and below, or to provide the synchronous/asynchronous instruction through distance learning for cohorts of older students. In the event a substitute is not available, unit members on campus shall not be required to provide coverage for another absent unit member.
- a. In the event that a unit member is absent per item 4, there shall not be two (2) or more stable student cohorts combined in order to provide instruction, nor shall a single cohort be divided and separated into other cohort groups when a teacher is absent.

#### **5. Industrial Accident Leave/Workers Compensation**

The Parties acknowledge that, under SB 1159, the State has adopted certain presumptions regarding when COVID-19 is related to a workplace exposure. The Parties agree that unit members providing in-person cohort instruction shall be subject to the provisions of SB 1159.

The Parties agree to meet and negotiate the effects of any additional State-issued requirements within the scope of bargaining for small group cohorts for the 2020-21 school year.

This MOU expires on September 30, 2021, but may be extended by mutual written agreement. This is a non-precedent setting MOU.

For the District:

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For the Association:

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