# MEMORANDUM OF UNDERSTANDING BETWEEN THE SWEETWATER UNION HIGH SCHOOL DISTRICT AND THE

# SWEETWATER EDUCATION ASSOCIATION REGARDING COVID-19 CORONAVIRUS AND OPENING SCHOOLS FOR DISTANCE LEARNING FOR THE 2020-21 SCHOOL YEAR August 2, 2020

The Sweetwater Union High School District ("District") and the Sweetwater Education Association ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 and the opening of schools for the 2020-2021 school year.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The Parties acknowledge that staff and students may need to self-quarantine, become quarantined, and/or the District may need to close a learning cohort or close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year.

In preparation for the 2020-21 school year, the parties recognize the need to address the district's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the orders of public health officials to prevent illness and further spread the virus. The parties recognize that schools are critical to daily life and that collaboration between local public health, education officials, and educators is the best means to determine and balance competing concerns surrounding school reopening decisions. In accordance with guidance from 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 Sample Health (Cal/OSHA), and San Diego County Department of Health issued as of 07/21/2020, the parties recognize and agree that reopening under a distance learning approach is necessary at this time.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act ("EERA") *California Government Codes 3540 et seq.* apply and remain in effect.

The Parties agree to the following:

# 1.0 DEFINITIONS

1.01 "Classroom" – is any academic, learning, assessment, or instructional space used by students, certificated, classified, parents, administrators, or other adults on a school

- campus. This applies to both indoor and outside learning spaces, and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus.
- "Common Equipment" is any school equipment or structure that is designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, recess/playground equipment, physical education equipment, pens, pencils, etc.
- "Common Space" is any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but is not limited to, school offices, nurse stations, playgrounds, blacktops, quads or outdoor gathering spaces, hallways, bathrooms, etc.
- 1.04 "Face Coverings" cloth face coverings or masks as recommended by federal, state, and local public health guidance. Based on the CDC, face coverings and mask are not considered Personal Protective Equipment.
- 1.05 "Hand Sanitizer" this product must meet CDC guidelines (currently this includes containing at least 60% alcohol.)
- "Personal Protective Equipment" this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and is called for in specific environments and for specific job functions as required by federal, state, or local mandates (for example face shields in addition to face coverings, N95 respirators, surgical mask, gloves, etc.)
- 1.07 "Physical Distancing" also known as social distancing to help decrease the spread of the virus by increasing the space between people to at least six (6) feet and reducing the number of different people with whom a person interacts.
- 1.08 "Workspace" any location where a unit member can reasonably be expected to be required to perform assigned duties.
- "Daily Live Interaction" Education Code Section 43503 requires that distance learning include "daily live interaction." Daily live interaction is two-way communication between a certificated employee and student each instructional day, at the actual time of occurrence. Daily live interaction is required for every student with both a certificated employee and their student peers. In the best interest of students, synchronous instruction should be between 30 minutes and a maximum of 45 minutes daily per period, with the exception of Friday at a maximum of 20 minutes per period.

# 2.0 PERSONAL PROTECTIVE EQUIPMENT ("PPE")

2.01 Unit members shall be required to wear required PPE and face coverings while on school site, in accordance with federal, state, and county health orders. For staff

- required to work on campus, District shall have PPE and face coverings available for unit members who do not wish to use their own face coverings or who do not have such required PPE and face coverings. Unit members' PPE must comply with public health guidelines and provides equivalent protection to the PPE provided by the District.
- 2.02 If the District requires staff to report, and the District does not have sufficient PPE for the day that the unit member is required to report to the district site, individuals without PPE will be sent home for the day. Unit members sent home due to lack of PPE will receive their full daily rate of pay.
- 2.03 If a unit member voluntarily chooses to go on-site they will be required to bring and use their own PPE and face coverings.

# **Face Covering Requirements/Masks**

- 2.04 The District shall comply with federal, state, and local mandates regarding facial covering for all individuals on school facilities.
- 2.05 For unit members who cannot wear a face covering if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist they may wear, face shields with neck drapes tucked into the shirt or as otherwise advised by their medical provider.

#### **Hand Washing Requirements**

- 2.06 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19 similarly, the use of hand sanitizer also minimizes the spread of COVID 19.
- 2.07 Hand sanitizer shall be made available at the entry of campuses for use by all individuals entering school facilities. Bargaining unit members will be encouraged to wash their hands or use hand sanitizer upon entering district sites and every time a classroom or shared workspace is entered.

#### 3.0 ADHERENCE TO HEALTH GUIDANCE

- 3.01 The District and unit members shall adhere to the COVID-19 mandates and orders issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), California Department of Industrial Relations Division of Occupational Safety and Health ("Cal-OSHA"), and the County Public Health Department.
- 3.02 Where there is a conflict between the various orders, the District shall adhere to the most restrictive mandates or orders in order to minimize potential health and safety risks for all unit members, students, and their families.

- 3.03 Parties recognize that the federal, state or local agencies may mandate staff testing for COVID-19 requirements, and the parties agree to comply with such requirements if mandated.
- 3.03 The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines in section 3.01 and 3.03.

#### **Physical Distancing**

3.04 Staff lounge capacity while maintaining physical distancing requirements shall be determined and posted on all entrances to the staff lounge, or they shall be closed.

## **Staff Meetings and Gatherings**

- 3.05 During distance learning, in-person meetings will not be required (including but not limited to staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, parent meetings, and parent-teacher conferences) unless the District can ensure screening protocols as required by local health guidance are in place, a minimum of six (6) feet of physical distance between all employees and community members and require that all parties present will wear a face covering for the duration of the meeting and for entering/leaving the meeting. Otherwise, all meetings shall be held virtually.
- 3.06 Notwithstanding sections 3.05, all other provisions of the CBA regarding meetings apply.

# Other Health and Safety Issues Daily Cleaning and Disinfecting

- 3.07 The District shall ensure that all restrooms and common spaces are cleaned and disinfected daily, including but not limited to 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.
- 3.08 Daily cleaning and disinfecting as described in Section 3.09 shall be done by trained custodial personnel or other unit members as agreed.
- 3.09 When choosing cleaning products, the District shall consult information on Environmental Protection Agency (EPA)-approved disinfectant labels with claims against emerging viral pathogens. Products with emerging viral pathogens claims are expected to be effective against SARS-CoV-2 based on data for harder to kill viruses. Employees will follow the manufacturer's instructions for use of all cleaning and disinfection products (e.g., concentration, application method, contact time, personal protective equipment, etc.)
- 3.10 Upon request of the Association, the District shall provide copies of all Safety Data Sheets ("SDSs") required to be maintained by Cal-OSHA.

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#### **Regular Decontamination of Common Spaces**

3.11 Decontamination/Sanitization of common staff workspaces shall be completed whenever there is a confirmed COVID 19 case on a campus. Decontamination/sanitization shall be done by trained employees. Decontamination/sanitization shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff.

# Health Screening, Testing, Notification, and Contact Tracing

- 3.12 The District shall comply with federal, state, and local health orders regarding screening and entry protocols for individuals entering school facilities.
- 3.13 The District shall comply with local health orders regarding contact tracing of confirmed COVID-19 cases infected with COVID-19. The District shall notify the Association President of the sites(s) where the infected individual was present on the school campus during the suspected incubation/active infection period.

## 4.0 DAYS AND HOURS AND WORKSITE

- 4.01 Unit members shall report to work according to the bargaining unit member start time in the CBA, individual contract, or consistent with past practice. If the school develops staggered start and end times, bargaining unit members shall adjust their contractual start and end time so that the overall workday remains the same number of minutes as provided for in job assignments prior to COVID-19.
  - 4.01.1 The remainder of contractual duty hours beyond the district-wide adopted schedule shall be determined by the bargaining unit member as flex time. Flex time may include but is not limited to planning instruction for synchronous/asynchronous learning; co-planning and collaboration with colleagues; monitoring student activity; gathering formative and summative assessments; and grading.
- 4.02 The District shall work with employees to allow for flexible work hours and other social distance strategies where possible.

#### Worksite

- 4.03 Working Remotely Whenever practicable, classroom teachers shall not be required to report to the school site or district facility in person while working under the current distance learning model. Parties recognize that many roles that unit members fulfill may require their presence to be on campus, including for example nurses as required by San Diego County Department of Health Order 07/30/2020 and librarians for textbook distribution.
- 4.04 Access to Worksite Under the current distance learning model, bargaining unit members may access and work from their classroom/office worksite during regular school hours as they deem necessary, so long as proper PPE, physical distancing and

other safety guidance are complied with. Principals have to be notified verbally or in writing in advance of a unit member working on campus.

- 4.04.1 In the event a bargaining unit member reports to a district worksite, they 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 comply with screening protocols, 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) or otherwise comply with their doctor's orders regarding face coverings.
- 4.04.2 When a unit member voluntarily reports to campus to work in their classroom/office, they will be responsible for disinfecting their workspace after use. Unit members will also ensure no other staff enter their workspace without permission from the site administration.

# In-Person Adjunct Duties, Committee Assignments, or Extra Duty Work

4.05 Unit members shall not be required to attend in-person adjunct duties, committee assignments, or extra-duty positions unless the District can ensure a minimum of six (6) feet of physical distance between all employees and community members and require that all parties present will wear a face covering for the duration of the meeting and for entering/leaving the meeting. Whenever possible, such duties, assignments, or positions shall be performed in a virtual setting.

# **Training Days or Hours**

4.06 In addition to what is provided in the CBA, unit members shall not be required to participate in more than two (2) extra Training Days or equivalent work hours. Such additional days and/or hours shall be compensated at the unit member's extended duty rate.

#### 5.0 LEAVES

# Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)

5.01 For unit member self-care:

A unit member may use up to 10 days of the unit members scheduled hours of available federal paid sick leave under the FFCRA if they have not already accessed that leave between April 1, 2020 and July 31, 2020 and if the member (1) is unable to work due to government required quarantine or isolation order related to COVID-19, (2) has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work, (3) is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work. The District may request verification prior to placing a unit member on paid leave, utilizing the current District COVID reporting form.

5.02 For unit members to care for others:

A unit member may use up to 10 days of the unit member's scheduled hours if they have not already accessed such leave for this purpose or their own care between April 1, 2020 and July 31, 2020 and available federal paid sick leave under the FFCRA if the member is unable to work due to the need to care for (1) a minor child due to a COVID-19 related school closure, (2) an individual subject to government issued quarantine or isolation order related to COVID-19, (3) an individual who has been advised to self-quarantine by a healthcare provider related to COVID-19, or (4) an individual who is experiencing symptoms of COVID-19 and is seeking diagnosis. The District may request verification prior to placing a unit member on paid leave. The District will pay a unit member's full salary regardless of per diem pay limits in the FFCRA.

5.03 For unit members who have taken leave under FFCRA for health reasons or otherwise used paid leave to quarantine as a result of COVID 19 exposure, employee will not return to paid status and enter campus without complying with federal, state and local health requirements (i.e. testing or symptom requirements) and consistent with requirement under the CBA of providing a doctor's note.

# Ability to Have Alternative Assignments Unit Members At-Risk of COVID-19 Exposure

5.04 Unit members who work directly with students or the general public and who provide documentation of an underlying high-risk condition or reside with someone with documentation of an underlying high-risk condition shall be provided an alternate work assignment without loss of compensation or benefits if at all possible. In the event a bargaining unit member is unable to return to in-person duties because either they or someone in their household is at high risk for COVID-19, and an alternative or remote assignment is unavailable to them, such member shall be allowed to access their accrued leave balances. Further, the employee shall need to provide documentation on the District's COVID reporting form.

#### **Industrial Accident Leave/Worker's Compensation**

- 5.05 All provisions of the CBA pertaining to Industrial Accident Leave and/or Worker's Compensation remain in effect.
- 5.06 The District shall not contest workers' compensation claims that COVID-19 disease is caused by work exposure for bargaining unit members who are diagnosed by a medical doctor with COVID-19 within 14 days of having to come to work at a District site.

### **Catastrophic Leave**

- 5.07 District will create a list of bargaining unit members who have NOT donated a day to the catastrophic leave bank and provide the list to the Association president by August 14, 2020.
- 5.08 The District and the Benefits department shall send out a copy of the Request for Catastrophic Leave form by August 31, 2020 to bargaining unit members to encourage members to donate a day from their accrued sick time. Accrued sick time shall be credited at the beginning of the 2020-21 school year.

# 6.0 CHILDCARE

6.01 Understanding child care needs, bargaining unit members shall be allowed to work remotely during Distance learning and shall be provided at least 24 hours' notice before needing to report to campus if they have informed their site administration of their child care obligations.

# 7.0 PAY AND BENEFITS

- 7.01 While working under any model for school opening or during a period of total emergency school closure, bargaining unit members shall continue to receive their full compensation and benefits. During the pandemic, absent advanced approval by site and/or district administration, bargaining unit members shall not perform any extracurricular duties normally associated with receipt of a stipend. If Bargaining unit members agree to perform extracurricular duties, they shall continue to receive stipends and/or additional pay, as provided for under the CBA.
- 7.02 In light of the pandemic, parties' stipend committee agrees to meet within 30 days of the start of school to determine if the parties need to modify requirement and compensation for stipends as a result of modified programs.

## 8.0 **EVALUATION**

- 8.01 Current timelines and procedures in the CBA will be followed per Article 14, except that formal observations will not begin prior to October 1, 2020 to provide the bargaining unit members the opportunity to adjust to the new paradigm.
- 8.02 Probationary unit members or permanent unit members on a Support Track (Improvement and Assistance Plan) shall be evaluated on their respective timelines. Site administration shall conduct frequent observations followed by concrete feedback and reflective dialogue. The District shall ensure support is available to Probationary Unit Members and those on a Support Track.
- 8.03 Any bargaining unit member who has permanent status with SUHSD and whose previous evaluation rated the employee as meeting standards shall not be evaluated during the 2020-2021 school year.
- 8.04 The District recognizes the challenge of transitioning between Online, Hybrid, and Traditional Learning models, and shall provide additional support to unit members as requested by the unit member.
- 8.05 Parties acknowledge that distance learning is a challenging process. All unit members who engage in good faith actions to implement distance learning shall not be subject to any disciplinary action on any lesson planning, implementation, delivery, and or student assessment associated with flexible learning due to the unique circumstances surrounding the crisis. This shall not preclude disciplinary action for non-COVID distance

- learning related items, such as inappropriate behaviors or communications with students during this time period.
- 8.06 During any online classroom setting, to the extent possible bargaining unit members are expected to use their best efforts to manage student behavior under the same rules and standards pursuant to District and site policies, and the California Standards for the Teaching Profession during online classroom settings, including utilizing tools and setting provided to maintain a safe learning environment. Unit members shall use their best professional efforts to ensure there are no inappropriate behaviors of third parties in the teacher's household while they engage in distance learning or participating in professional development. Unit members using their best efforts will not be disciplined for the inappropriate acts of third parties.

#### 9.0 WORK SCHEDULES

- 9.01 Daily work schedules shall be provided by school site administration. The schedule shall be the district-wide schedule as adopted by the Board of Trustees on July 27, 2020. Schools with unique schedules will reflect that site's special schedule.
- 9.02 According to Education Code 43501, as amended by SB98, the Distance Learning model will provide 240 daily instructional minutes. Academic content, classwork, independent work, assignment, projects, synchronous instruction, asynchronous instruction, and live interaction may all be combined to meet the daily instructional minutes. Parties acknowledge that cumulatively the weekly schedule meets the 240 instructional minute requirement, and are working with CDE to determine if this must be a daily not weekly requirement. If CDE requires a daily meeting of 240 instructional minutes, the parties agree to increase the Friday schedule by 10 non-synchronous minutes per period.
- 9.03 The District shall make every effort to avoid increases to unit member workload. Any change to the instructional schedule beyond the contractual work day shall be compensated at the unit member's hourly rate of pay.
- 9.04 The District schedule from 8:20 am 8:50 am shall be Office Hours for all unit members. In the event that a school site has already conducted a vote within the past two school years, they may have an Advisory period or if they have not had a recent vote, a vote of 60% approval for the innovative schedule is required. Parties acknowledge schedules have already been shared with students, and thus school sites with advisory periods scheduled may continue through ten (10) day to allow time for a vote to occur.
- 9.04.1 Part-time unit members working a 0.6 FTE will be compensated at a 60% rate of pay of a 1.0 FTE. Part-time unit members working a 0.6 FTE will meet with their principal to determine a schedule comparable to their required work hours consistent with the CBA Section 27.3, and will include Office Hours or Advisory as necessary. Parties acknowledge the need to discuss with the member whether the .6 FTE will satisfy the 75% threshold for STRS in advance of the member agreeing to the assignment.

### 10.0 COVID-19 EXPOSURE AND COHORT/SCHOOL SITE CLOSURE

- 10.01 District shall comply with state and local health orders regarding who may be admitted to school facilities and quarantine requirements.
- 10.02 The District will work with the San Diego County Department of Public Health to ensure that all staff being quarantined are advised of resources on how to properly quarantine and access medical professionals if illness manifests itself.
- 10.03 The District shall communicate any all decisions about closures and re-opening to all bargaining unit members at a school site or district wide in accordance with local health agency guidance.

#### 11.0 TRAINING

- 11.01 Consistent with federal, state, and local public health officer guidelines, all staff shall be provided guidance and/or trained in the following areas, including but not limited to:
  - 11.01.1 Reinforcing the importance of health and safety practices and protocols;
  - 11.01.2 Physical distancing requirements, personal protective equipment;
  - 11.01.3 Health screening protocols and procedures;
  - 11.01.4 Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;
  - 11.01.5 Protocols on responding to individuals with a family member or someone in close contact with a staff member who tests positive for COVID-19;
  - 11.01.6 Protocols on responding to a staff member testing positive for COVID-19; and
  - 11.01.7 Any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with.
- 11.02 The District shall provide appropriate software and training for bargaining unit members required to perform their assignment or engage with students in a virtual setting either as part of in-person learning, distance learning, or a hybrid model.
- 11.03 The District shall provide a minimum of 72 hours' notice to all bargaining unit members of additional required training hours or days not already provided for in the CBA and as agreed to by the Association.

#### 12.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

12.01 The District and Association agree to meet and confer as needed, but at least monthly during the pandemic to discuss the effectiveness of decisions made and any ongoing concerns. The Parties shall each select four (4) representatives chosen by the

- Superintendent and four (4) representatives chosen by the Association President or their designees to meet virtually in this consultation committee.
- 12.02 The Parties shall meet to consult to provide meaningful input into the "School Site-Specific Protection Plan". All "School Site-Specific Protection Plans" shall be provided to the Association President or designee. All committee notes and drafts will be provided to the school site committee in real time and the final draft of the plan will be provided at least 24 hours prior to being posted at work sites.
- 12.03 The District shall prepare a "Learning Continuity and Attendance Plan" for the 2020-2021 school year in consultation with and reflecting meaningful input from the Association. The District shall provide a copy of the "Learning Continuity and Attendance Plan" in draft format to the Association at least 24 hours prior to adoption of the plan by the Board of Trustees.
- 12.04 The District shall provide all bargaining unit members at a school site with the contact information for the site and District COVID safety point of contact who is designated to work with the County Public Health Department.
- 12.05 Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

#### 13.0 Library Media Teachers

- 13.01 A committee of three (3) Library Media Teachers and three (3) District administrators will create the list of duties based on the current job description. This committee shall submit the list to District Administration and the Association President by August 21, 2020. This list of duties shall be shared with site administration and Library Media Teachers to assist in setting individual site expectations as called for under 13.02.
- 13.02 The parties acknowledge that Unit members with less than a 1.0 FTE allocated for library media services cannot be expected to complete the full workload of a full time librarian, and will work with their site administration to modify their list of duties to fit the scope of the partial FTE allocation.
- 13.03 Open Educational Resources (OER) materials can be used to supplement district adopted textbooks.

#### 14.0 Attendance

- 14.01 Attendance will be recorded using Infinite Campus
  14.01.1 Attendance credit can be earned by presence in synchronous meetings
  - 14.01.2 Attendance credit can be earned by work produced submitted for the week in which it was assigned.

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#### 15.0 Special Education

- 15.01 For the 2020-21 school year, in accordance with CBA Article 37.2, Special Education teachers shall have the equivalent of at least 9 IEP days to work on IEPs, case management, testing and consultation. Given the COVID Pandemic's impacts on receipt of completed IEPs from feeder districts and potential concerns regarding the need to assess potential learning loss resulting in the need to reconvene IEPs, the parties agree to provide for the 2020-2021 school year only a continuation of a pool of an additional 100 days for teachers where sites have already finished the individual/site days to be allocated or pooled as determined by teacher and principals. Principals will request use of the days from special services.
- 15.02 Unit members teaching Moderate, Moderate/Severe, or Transition shall have a flexible schedule Monday Thursday when meeting with their students. A flexible schedule can include having shorter synchronous meetings with smaller groups but allows for daily live interaction in accordance to the student's needs.
- 15.03 For the first quarter of the 2020-2021 school year, Special Education teachers will work collaboratively with their site administrators to determine an appropriate check in and case management schedule for Fridays, such as scheduling check-ins with their students in the morning and the afternoon will be reserved for case management.
- 15.04 Assistive Technology assessments which includes academics, access, communication, organization, and monitoring equipment are considered additional duties to the unit member. These duties shall be conducted by an appropriately trained unit member and paid at hourly teaching extended day if it occurs outside their regular duty day, if not already incorporated into that unit member's duty statement.
- 15.05 Parties are committed to ensuring there is a tracking tool that can be fluidly incorporated into case management. Parties are working to ensure the Service Tracker in SEIS or another tool is available to document services provided to students every Quarter without increasing workload.

#### 16.0 BALANCING OF CLASSES

Parties agree in light of COVID and the difficulties in enrolling students, that the deadline set forth in Section 7.5 of the contract to allow the District to balance classes to ensure teachers are within the required 176 contacts and/or 1/6 caps shall be extended to August 21, 2020.

#### 17.0 DURATION

- 17.01 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.
- 17.02 This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties. Should the local, state and federal guidance determine that the pandemic has ended, the parties shall meet and confer over

whether to suspend or modify the MOU in advance of its expiration. All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

FOR THE ASSOCIATION:	FOR THE DISTRICT:
6-30 pm- 8-22020	Scott Hendries 8-2-20 Scott Hendries 8-2-20 (Aug 3, 2020 09:44 PDT)
Dalisay Quitilen	Scott Hendries
- Einteria	Ana Maria Alvarez (Aug 3, 2020 08:52 PDT)
Lourdes Renteria 8/2/20 (Aug 2, 2020 18:51 PDT)	Ana Maria Alvarez (Aug 3, 2020 08:52 PDT)
Lourdes Renteria	Ana Maria Alvarez
<u>Leo HSU</u> Leo Hsu (Aug 2, 2020 18:51 PDT)	Jenny Salkeld
Leo Hsu	Jenny Salkeld
	Januar
John Cox	Jennifer Carbuccia
María Teresa Harris María Teresa Harris (Aug 2, 2020 19:29 PDT)	
Tere Harris	
Patti Bailey (Aug. 3, 2020 08:20 PDT)	
Patti Bailey	
8/2/2020	
Date	Date