

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEL MAR UNION SCHOOL DISTRICT
AND
DEL MAR CALIFORNIA TEACHERS ASSOCIATION**

2020-2021 INSTRUCTIONAL PRACTICES DURING THE COVID-19 PANDEMIC

The Del Mar Union School District (“District”) and Del Mar California Teachers Association (“DMCTA”) enter into this Memorandum of Understanding (“MOU”) in response to the reopening of schools for the 2020-2021 school year and the need for changes to practices due to the ongoing COVID-19 pandemic. The purpose of this MOU is to finalize the Parties’ negotiation obligations regarding the reopening of District schools.

- a. **Effect on Collective Bargaining Agreement.** Unless otherwise effected below, all terms of the DMCTA collective bargaining agreement (“CBA”) shall remain unchanged.
- b. **Class sizes:** For the duration of the 2020-21 school year “In-Person” classes will be staffed at an average of 15-17 and a hard cap of 18 in K-3rd grade and an average 17-19 with a hard cap of 21 4th-6th grade. If classes go over cap there will be a \$10/per student per day maximum of two students per class over cap. If a class starts at or above the aforementioned levels the class is considered “capped” for the year. If the physical distancing guidelines are lifted per San Diego County Health and Human Services Agency or Governor Newsom class size language reverts back to current contract language.
- c. **Combination Classes.** The District will not have combo classes in Distance Learning classes. The district will provide a unit member assigned to an “In-Person” combination class with the equivalent of a 0.2 FTE in assistance by providing either: (a) a co-teacher for one day per week, or (b) a 17-hour instructional assistant on a weekly basis. For the duration of this agreement combination classes will follow the “In-Person” class size guidelines. There will be a maximum of 8 combos across the district. Principal will communicate to parents prior to first day of school that their student is in a Combo class.
- d. In the event we do not have a waiver in place and “In-Person” Learning is taking place in a remote setting; teachers will be allowed to teacher from home or on site in their classroom. The district is committed to providing free childcare for certificated staff that will need childcare for transitional kindergarten through sixth grade and 7th-12th grade children can be brought to school.
- e. **Distance Learning – Launch.** The District will also provide distance learning to students whose parents choose a distance learning option for the 2020-2021 school year. Unit members engaged in distance learning (aka a “Launch” assignment) will ensure that instruction complies with applicable Education Code requirements (including daily live interaction, daily attendance, and timely parent and student communication). Teachers will

perform duties in a Launch assignment from home, except when it is necessary for in-person duties (i.e. assessments required to be given in-person). Teachers with high risk medical conditions, or living with persons with high risk medical conditions, or a teacher with a note from their primary care physician will be provided reasonable accommodations. Teachers and parents that have applied for Launch have done so to avoid personal contact.

- f. **Class sizes:** Launch classes will be staffed at contractual levels of K-3 at 22 and 4-6 at 28. The district may need to staff launch classes higher to keep cohorts together. For the duration of this agreement launch classes can be staffed up to 25 students K-3 and 30 students 4-6. When classes are staffed above the contractual level teachers will be compensated in the amount of \$3,500 in the form of an annual stipend.
- g. **Special Education:** District agrees to meet 14 days after the start of in-person school to discuss issues related to backlog IEP's and/or evaluations due to spring 2020 school closure, effects of covid-19 guidelines on workload.
- h. **STEAM+.** For the 2020-21 school year the PE will be outdoors and In-Person at our school sites. The other STEAM+ disciplines will operate 100% remotely, supporting both Launch and In-Person.
- i. **Prep Time:** For the 2020-21 school year K-6, Special Education, STEAM+ and Launch will have a minimum of 160 prep time minutes. K-6 sections will have 40 minutes of prep time (25 additional minutes on top of the 15 minutes in current contract) at the end of the day on Monday, Tuesday, Thursday, and Friday to be provided by early release days to our students. Classroom teachers will also receive an additional 45 minutes of prep time each week, provided by our PE teachers.
- j. **Health Guidelines and Orders.** The District shall adhere to COVID-19 orders issued by CDPH, the California Department of Education ("CDE"), and the San Diego HHSA. The San Diego County Office of Education ("SDCOE") Re-Opening Checklist will be posted at the main entrance of each school site and on the District's website. The Parties will address any negotiable impacts and effects if any are caused by revisions or updates to these requirements and orders.
- k. **Safety Protocols at School Sites.**
 - i. Face Coverings. The District will enforce a policy requiring face coverings to be worn properly at all times by all individuals on a school campus indoors or outdoors. This applies to all staff, all students in K-6, all administrators, and any visitors on campus over five years of age. Students other individuals who cannot properly wear a face mask due to a documented medical issue must wear a face shield or neck drape (tucked into the shirt).
 - ii. Hand Washing and Hand Sanitizers. The District will require students, staff, and

visitors to wash their hands or use hand sanitizer every time when entering any indoor space on a school campus. The District will provide hand washing and hand sanitizing stations as follows:

1. All sinks will be checked and restocked daily with soap and/or hand sanitizer;
 2. Every classroom will be provided with a supply of hand sanitizer;
 3. Non-classroom workspaces will be provided with a supply of hand sanitizer;
 4. Hand sanitizer will be set up at throughout the school, prioritizing high traffic areas including school entrances;
 5. Additional hand washing stations will be added outside;
 6. Schools will have paper towels, safety cones, and floor mats, at sink areas to ensure safe usage and spill responses;
- iii. Schools will have emergency-related personal protective equipment for treatment of emergency medical and other situations.
- iv. Physical Distancing. The District will enforce physical distancing to the degree practicable between student workspaces, six (6) feet between unit member and student workspaces, and between employee workspaces. The district will provide 5 student plexiglass partitions per class when physical distancing is not practicable. Additional partitions will be provided to each site to accommodate needs.
- v. In-Person Staff Meetings/Collaborative Learning. As a standard practice, meetings and professional learning will be conducted remotely. However, if DMUSD deems an in person meeting necessary, the 6-foot distancing protocol will be in effect and a remote option will be available.
- vi. Cleaning and Disinfecting. The District will ensure that all classrooms, restrooms, and workplaces, are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using products that are recommended by federal, state, and/or local health officials, or otherwise the safest and most effective disinfectant products reasonably available. To address these needs the district will be hiring one additional fulltime custodian at each school site.
- vii. HVAC Systems. The District will ensure that all HVAC systems operate on the

mode which delivers the freshest air changes per hour. These HVAC systems will operate in this mode for reasonable periods of time before and after the regular school day. District will use MERVE-13 filters for compatible HVAC systems and the high-quality filters for others.

- I. **Health Screening.** The District shall ensure that all students, employees, and visitors are checked for symptoms daily prior to entering a District site. Temperature checks will be conducted daily via a no touch thermometer.
 - i. The district will provide each teacher a digital thermometer and have extra thermometers in the health office.
 - ii. Only essential visitors are permitted on campus. Visitors with any symptoms consistent with COVID-19 (as identified by the CDC and other health agencies) shall be denied entry.
 - iii. Students with any symptoms consistent with COVID-19, or who have had contact with a person with COVID-19 will be sent home or sent to an isolation room on site pending travel home.
 - iv. Unit members with any symptoms consistent with COVID-19, or who have had contact with a person with COVID-19 will be sent home until symptoms abate or the unit member is cleared by a medical provider to return to work.
- m. **Contact Tracing.** Upon notification that an employee or student has been infected with COVID-19, the District will follow protocols allowed and required by San Diego HHS, including the initiation of contact tracing. All persons who may have had contact with the infected individuals shall be notified. The District shall notify DMCTA of the location(s) where the infected person was present on school premises during the suspected incubation/active infection period.
- n. **School Closures due to Infection under CDPH Guidelines.**
 - i. In the event of a confirmed case of COVID-19 within an in-person Cohort, the Cohort and its unit member will be sent home.
 - ii. Schools may close to in-person instruction if 5% or more of the school population is confirmed as infected by COVID-19.
 - iii. The District may close to in-person instruction if 25% or more of its schools are closed within a fourteen-day period.
 - iv. If CDPH guidelines on this issue change, this paragraph will automatically adjust accordingly.

- v. After a school closure, the District will reopen that school in accordance with San Diego HHSa guidelines.
- vi. Teachers affected by a Cohort/School/District closure will receive pay at the hourly rate for four (4) hours for the transition to and from the in-person modality. Unit members (who are not already providing instruction remotely) who are servicing students in-person who need to transition to a remote learning modality will be compensated two (2) hours for the transition to and from in-person.

o. Leaves of Absence and Accommodations (COVID-19 Exposure)

- i. In the event a unit member is confirmed as infected by COVID-19 or suspects that they have been infected, the unit members will be sent home until symptoms abate or the unit member is cleared by a medical provider to return to work. The unit member will have ten (10) days of Emergency Paid Sick Leave under the Families First Coronavirus Response Act and then may exhaust accrued and extended sick leave benefits as needed until they are medically cleared to return to work.
- ii. In the event a unit member is unable to perform in-person instruction because they are medically-designated as a high risk for COVID-19, or have a household member who is medically-designated as a high risk for COVID-19 (“High Risk Individual”), the District will engage in an interactive process to determine what reasonable accommodations may be available to them.
- iii. If reasonable accommodations are not practicable, the District shall work with the High-Risk Individual to develop a leave plan that provides paid leave as much as possible during the absence. Unit members will be afforded all leave rights to which they are entitled under the Families First Coronavirus Response Act, the Family Medical Leave Act (as expanded), the Education Code, and California law.

p. Launch Assignments.

- i. Initial Assignment. The District will give priority consideration for remote learning assignments to COVID-19 High Risk Individuals. Priority consideration for a High-Risk Individual will include an evaluation of relevant credentialing and relevant experience.
- ii. Return Rights. Permanent teachers holding a Launch assignment in the 2020-2021 school year will be given priority consideration for returning to their previous school site and position for the 2021-2022 school year.

- q. **Childcare for Unit Members.** The District shall provide childcare options to unit members, who are essential workers.
- r. **Evaluations.** The District will postpone all formal evaluations for unit members for the 2020-2021 school year, with the exception of unit members on, or identified as needing by a school site administrator, assistance plans, probationary employees, temporary employees. Notwithstanding, the District highly values the feedback process and will conduct informal observations and provide feedback to unit members, and all unit members will develop a goal for the 2020-2021 school year. Additionally, the District retains its right to engage in walk through/drop-in visits of in-person and virtual classrooms.
- s. **Schoolwide Gatherings.** The District will consult with DMCTA and continue to explore options for the safest Back to School Night and Open House events.
 - i. It will be necessary to flexibly schedule Back to School Night to ensure parents have essential information prior to the start of school on August 24, 2020 for Launch distance learning and remote classrooms for the in-person learning option. This year it will be on Thursday, August 20, 2020.
- t. **Professional Learning.** The District will include the programs used in, and challenges presented by, the 2020-2021 school year when planning professional learning for unit members.
- u. **Schedule for School:** See Exhibit A – Planning and Instructional Minutes for 2020-2021 School Year
- v. District and DMCTA agree to meet regarding implementation of In-Person Learning (to include remote classrooms) and Launch Distance Learning to collaboratively evaluate and adjust their effectiveness. These meetings may be initiated by either party at any time as deemed necessary. Discussions to include, but not limited to; health concerns, curriculum, and program effectiveness.
- w. **Term of Agreement.** This MOU expires on June 30, 2021, unless the Parties mutually agree to extend it.

The undersigned affirm that each party representative is authorized to enter into this MOU, and that it is effective upon full execution below.

DEL MAR CALIFORNIA TEACHERS ASSOCIATION



Kevin Cunha, President

Dated: December 18, 2020

DEL MAR UNION SCHOOL DISTRICT



Jason Romero, Assistant Superintendent

Dated: December 18, 2020

EXHIBIT A

Planning and Instructional Minutes for 2020-2021 School Year

K* - 6 Schedule for AF, CDM, Heights (4-6), Hills, OA, SC, SR, TH (incl. SpEd, STEAM+ & Launch)

**See Kindergarten schedule (August 24th – October 3rd) below*

M, T, TH, F: 8:15am – 1:30pm (w/ 15 min. recess and 30 min. lunch)
Staggered Dismissal at 1:30, 1:35, 1:40* – not part of instructional minutes
**Heights 4-6 with K-3 siblings at 1:40pm*

Planning: 1:40 – 2:05 (40 minutes = 25 additional minutes + 15 minutes in current contract)
25 min X 4 days = 100 minutes of planning time during the week

Wednesday: 8:15am – 1:00pm (w/ 15 min. recess and 30 min. lunch)
Staggered Dismissal at 1:00, 1:05, 1:10* – not part of instructional minutes
**Heights 4-6 with K-3 siblings at 1:10pm*

Teacher workday: 7:45am to 2:20pm M,T,TH,F and 2nd and 4th Wednesday
7:45am to 1:25pm 1st,3rd, and 5th Wednesday

Del Mar Heights K*-3 (incl. SpEd, STEAM+ & Launch)

**See Heights Kindergarten schedule (August 24th – October 3rd) below*

M, T, TH, F: 8:00am – 1:15pm (w/ 15 min. recess and 30 min. lunch)
Staggered Dismissal at 1:15*, 1:20, 1:25 – not part of instructional minutes
**Heights with 4-6 siblings at 1:15pm*

Planning: 1:25 – 1:50 (40 minutes = 25 additional minutes + 15 minutes in current contract)
25 min X 4 days = 100 minutes of planning time during the week

Wednesday: 8:00am – 12:45pm (w/ 15 min. recess and 30 min. lunch)
Staggered Dismissal at 12:45*, 12:50, 12:55 – not part of instructional minutes
**Heights with 4-6 siblings at 12:45pm*

Teacher workday: 7:30am to 2:05pm M,T,TH,F and 2nd and 4th Wednesday
7:30am to 1:10pm 1st,3rd, and 5th Wednesday

Kindergarten Schedule through October 3rd

M-F: 8:15am – 12:00pm (w/20 min. recess/snack)
Staggered Dismissal at 12:00, 12:05, 12:10 – not part of instructional minutes

Lunch: 12:10 – 12:40

Planning/Assessment: 12:40 – 2:20 M,T,TH,F and 2nd and 4th Wednesday

Teacher workday: 7:45am to 2:20pm M,T,TH,F and 2nd and 4th Wednesday
7:45am to 1:25pm 1st,3rd, and 5th Wednesday

Del Mar Heights Kindergarten Schedule through October 3rd

M-F: 8:00am – 11:45pm (w/20 min. recess/snack)
Staggered Dismissal at 11:45, 11:50, 11:55 – not part of instructional minutes

Lunch: 11:55 – 12:25

Planning/Assessment: 12:25 – 2:05 M,T,TH,F and 2nd and 4th Wednesday

Teacher workday: 7:30am to 2:05pm M,T,TH,F and 2nd and 4th Wednesday
7:30am to 1:10pm 1st,3rd, and 5th Wednesday