

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
FONTANA UNIFIED SCHOOL DISTRICT  
AND  
FONTANA TEACHERS ASSOCIATION**

**COVID-19 IMPACT ON IN-PERSON INSTRUCTION FOR GRADES TK-5  
April 2021**

This Memorandum of Understanding is made and entered into between the Fontana Teachers Association (hereinafter referred to as the “Association”) and Fontana Unified School District (hereinafter referred to as the “District”).

This Memorandum of Understanding (“MOU”) is written to address the impact related to COVID-19 and the re-opening of schools for in-person instruction. In preparation for the return to in-person instruction, the parties recognize the need to address the District’s teaching and learning environment given the continuing pandemic conditions.

The parties recognize that we are in a time of unprecedented change for our educational system. It is in the mutual interest of the parties to implement recommendations of public health agencies to prevent illness and further spread of the virus based upon the best and most recent public health information available. As a result, the District and the Association recognize that the COVID-19 pandemic necessitates modifications to the operation of schools to minimize the health risks for all students and staff while also providing equitable access to education for students.

The parties recognize that quality in-person instruction is critical to the academic success of students and that collaboration between the District and the Association offers the best means to determine and balance competing interests surrounding the reopening of in-person instruction. The District and the Association acknowledge the fluid nature of existing conditions under COVID-19 may require the District to modify the model by which instruction shall be provided as a result of Federal, State, and local mandates.

The District shall comply with Federal, State, and local mandates as it relates to closures and re-openings of classrooms and schools.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the District and the Association that are in conflict for the duration of this MOU or unless modified by mutual agreement of the District and the Association prior to the expiration date of this MOU. The District and the Association 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 District and the Association agree to the following:

**1. DEFINITIONS**

- a. “Asynchronous Instructional Minutes” - occur when students are provided academic work to complete independently.
- b. “Classroom” – is any academic, learning, assessment, or instructional space used by students, certificated employees, classified employees, or administrators on any District campus or facility.

This applies to both indoor and outdoor learning spaces and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus. To the extent possible and weather permitting, Unit Members shall be allowed the flexibility to locate acceptable outdoor spaces to work with students.

- c. “Cleaning” – refers to cleaning of floors, dusting, taking out trash, restroom cleaning, etc.
- d. “Common Equipment” – is any school equipment or structures 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.
- e. “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.
- f. “Concurrent/Simultaneous Instruction” – occurs when a unit member provides simultaneous instruction to in-person students and online students.
- g. “Disinfecting” – the utilization of a chemical agent used to kill viruses such as but not limited to Clorox Total 360 System Electrostatic Sprayer system.
- h. “Face Coverings” – face coverings or masks as recommended by applicable Federal, State, and local public health guidance.
- i. “Hand Sanitizer” – this product must contain at least 60% alcohol or as determined by mandated guidelines.
- j. “Instructional Minutes”- includes both synchronous and asynchronous activities.
- k. “Live Interaction” – occurs when the unit member actively engages with students online or in-person.
- l. “Models of Instruction” – alternating cohorts (teaching distance learning and in-person cohorts separately) or concurrent/simultaneous cohorts
- m. “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 and includes face coverings, masks, N95 respirators, face shields, neck guards, barriers, gloves, goggles, etc.
- n. “Physical Distancing” – also known as social distancing to help decrease the spread of the virus by increasing the space between people. These standards may be adjusted by public health guidance or through changes in recommendations by the CDC/CDPH.

Student to Student:	Minimum three (3) feet
Student to Adult :	Minimum six (6) feet
Adult to Adult:	Minimum six (6) feet
When Eating/Drinking	Minimum six (6) feet

- o. “Synchronous Instructional Minutes” – occurs when a Unit Member provides direct online or in-person instruction with students; includes time spent administering mandated assessments.

## **2. DISTRICT SAFETY PLAN**

- a. The District and Association agree to adhere to the FUSD COVID-19 Safety Plan as approved March 26, 2021. See the attached.
- b. Unit Members may use preparation time and/or member-directed time to obtain a COVID-19 test. In the event COVID-19 testing for Unit Members becomes a mandatory component of an in-person instructional model, the Association and District agree to review this clause to determine other times that may be appropriately used.
- c. The COVID-19 Safety Plan shall be posted on the District website.
- d. In the event that public health guidance necessitates a change to the District Safety Plan, the District agrees to share and consult with the Association to make them aware of necessary changes. If there are bargainable impacts on working conditions, the District agrees to negotiate in a timely manner.

## **3. IN-PERSON INSTRUCTION**

- a. The District and the Association affirm that students should receive in-person instruction to the greatest extent possible while also maintaining a safe and healthy learning environment for all.
- b. The District and Association agree to explore the option of providing a Distance Learning Track for the 2021-2022 school year.
- c. Based upon current County, State, and Federal guidance, the following shall be the timeline for the return on site to provide in-person instruction and support services. This timeline and the grade spans impacted may be modified in the event this guidance changes or mandates are issued.
  - i. Unit members responsible for instructing or providing direct service to students in grades TK-2 shall return on site for in-person instruction beginning April 5, 2021.
  - ii. Unit members responsible for instructing or providing direct service to students in grades 3-5 shall return on site for in-person instruction beginning April 12, 2021.
  - iii. Unit members responsible for instructing or providing direct service to students in grade 6 at the elementary school sites shall return on site for in-person instruction at a date to be determined by the District and will follow the same protocols as other elementary students.
  - iv. Unit members responsible for instructing or providing direct service to students participating in Special Education Programs for Early Childhood shall return on site for in-person cohort instruction and in-person services on dates to be determined by the District. Grade 6 (in self-contained classes) on elementary sites shall return on site for in-person cohort instruction and in-person services on April 12, 2021.
  - v. Unit members responsible for instructing or providing direct service to State Preschool students may return on site for in-person instruction pending changing public health guidelines on dates to be determined by the District.

- d. Caseload will remain consistent with current caseload caps as bargained in the Collective Bargaining Agreement.
- e. Class size shall be consistent with current County, State, and Federal COVID-19 guidelines to provide for social distancing, but in no event shall class size exceed contractual limitations.
- f. Unit members shall maintain daily attendance records and records of minutes assigned for asynchronous work for all students and shall be responsible for reporting absences in accordance with current District policy.
- g. The TK-5 instructional model:
  - i. Unit Members shall not be required to provide concurrent/simultaneous instruction but may elect to do so at their discretion.
  - ii. If the Unit Member elects to change their model of instruction, Site Administration shall implement the requested change within three (3) workdays when practical but in no case later than five (5) workdays from the date the request is received. The Unit Member shall email their request to change directly to the Site Administrator.
  - iii. Sites administration shall solicit and consider Unit Member input when building the site schedule. Schedules shall include:
    - 1. Sixty (60) minutes prep time (M, T, TH, F); prep time shall be provided in a minimum of twenty (20)-minute intervals
    - 2. Thirty (30) minutes of time required by the California Code of Regulations, Title 5, Section 5570, aka "Ed Code time," shall not be counted as prep time
    - 3. Forty (40) minutes daily duty-free lunch period
    - 4. Twenty (20) minutes recess time; may be split into two (2) ten (10)-minute recess periods (M, T, TH, F)
    - 5. 7:00 AM report time with a 2:30 PM end time
    - 6. Ninety (90) minutes member-directed Wednesday time
    - 7. Ninety (90) minutes of admin-directed Wednesday time
    - 8. Fifteen (15)-minute wellness check-in on Wednesday
    - 9. Up to ninety (90) minutes Cohort C Wednesday time (can include other Cohorts at discretion of teacher and may remain Student Support Time under the concurrent instructional model or when all cohorts receive equivalent instructional time)
    - 10. Each student shall receive live daily interaction
    - 11. Daily instructional minutes for students (synchronous & asynchronous) shall be a

minimum of:

- a. TK/K: 180
  - b. 1-3: 230
  - c. 4-5: 240
- iv. Unit member shall provide all cohorts with approximately equal direct/live instruction time to the extent possible.
- v. To the extent possible, only students receiving direct instruction shall remain in the classroom.
1. Should it be necessary for an in-person cohort to remain in the classroom during the instruction of remote cohorts, additional staffing may be provided at the discretion of the classroom teacher to supervise students in the classroom for the duration of the remote instruction
    - a. Site administration shall make a good-faith effort to provide an alternative location for in-person students during the instruction of remote cohorts. Site Administration shall maximize use of outdoor spaces.
    - b. In the event that personnel are not available to supervise in-person students while the unit members provide instruction to remote cohorts, the Site administrator will work with the Unit Member of record to provide adequate coverage for either the on-site or online students.
    - c. A Unit Member who receives additional classroom support staff shall not be responsible for the supervision of in-person students during this time.
  2. If a unit member chooses to participate in concurrent/simultaneous instruction, additional support staff may be provided when available. Primary grades shall be prioritized to receive this support.
- h. Unit Members shall have a duty-free forty (40)-minute lunch period
- i. Classrooms shall not be used as student lunchrooms until all other possible locations have been utilized or through mutual agreement with the unit member.
  - ii. If a classroom is used as a lunch space for students, trash cans for lunch shall be available outside of the classroom by the end of the lunch period. Students shall be provided sanitizing wipes/materials to clean their areas. Unit Members shall work with site administration to access custodial support should additional cleaning be necessary.
  - iii. In the event that a classroom shall be utilized for lunch, an alternate space shall be identified for the displaced Unit Member.
  - iv. If lunch is required to be provided in the classroom, distancing between students shall meet current CDC and Public Health guidelines.
- i. Unit Members may elect to work remotely on Wednesday.
- j. Unless an emergency situation occurs, the Unit Member of Record is not responsible for the

supervision of students during inclement weather. Administration shall be responsible for ensuring that coverage is provided. Unit members supervising students during inclement weather shall be compensated in accordance with Article 14, Section 2.7 of the Collective Bargaining Agreement.

#### **4. DAYS AND HOURS**

- a. The professional workday for all unit members shall be as specified in the Collective Bargaining Agreement.
- b. The work year/calendar shall be as specified in the Calendar and Instructional Year Changes for the 2020-2021 School Year MOU signed July 31, 2020.

#### **5. LEAVES**

- a. Per SB 95 (March 19, 2021), members qualify for up to ten (10) days of leave if they are unable to work due to one of the following reasons:
  - i. The member is subject to Federal, State, or local quarantine or isolation order related to COVID-19
  - ii. The member is advised by a health care provider to self-quarantine or self-isolate due to concerns related to COVID-19
  - iii. The member is prohibited from working by the District due to health concerns related to the potential transmission of COVID-19
  - iv. The member is attending an appointment to receive a vaccine for protection against contracting COVID-19
  - v. The member is experiencing symptoms of COVID-19 and seeking a medical diagnosis
  - vi. The member is caring for an individual who is subject to a quarantine or isolation order, has been advised to self-quarantine or self-isolate, or is experiencing symptoms of COVID-19 and seeking a medical diagnosis
  - vii. The member is caring for a child whose school or place of care is closed as a result of COVID-19 on the premises
- b. Per SB 95 (March 19, 2021), members who have had to use sick time for any of the above reasons, beginning January 1, 2021, will have that time or pay reinstated up to the amount allowed under this current bill.
- c. Should new legislation supersede or replace SB 95, the District agrees to adhere to the most current rules related to employee leaves.

#### **6. COVID-19 EXPOSURE AND SITE CLOSURE**

- a. Staff who are sick or present symptoms consistent with a COVID-19 infection, as listed in the District Safety Guide or current CDC guidance, are expected to remain home and shall not be permitted on

any District site, pending guidance of Leave and Compliance Specialist based upon public health guidelines.

- b. When a site or the District receives notice of a positive test of COVID-19 infection, the site and District shall comply with the recommended Federal, State, and local public health guidelines.
- c. All closed classroom spaces, worksites, rooms, school sites, or other District facilities shall be thoroughly disinfected prior to unit members returning back to the site. Unit members shall not be required to disinfect these spaces; however, unit members shall be asked to disinfect and/or limit their personal belongings that are brought to the worksite.
- d. The District shall communicate decisions about closures and re-opening to all bargaining unit members at a school site or districtwide as appropriate. Such communication shall be by email.

## **7. ACCOMMODATION**

- a. The District and the Association acknowledge that the interactive accommodation process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes should they contract COVID-19.
- b. The District agrees to engage in the interactive process in a timely manner for all qualifying employees whose medical doctor designates them as “high risk,” “vulnerable,” or equivalent terminology as related to exposure to COVID-19.
- c. If reasonable accommodations are not practicable, the District shall work with the employee to develop a flexible leave plan that endeavors to avoid exhausting the employee’s earned leave.

## **8. ACCESS LIMITATIONS**

- a. The District shall minimize access to school sites and limit non-essential visitors, facility use permits, and volunteers. Any such visitors must comply with safety and health protocols addressed in this MOU and the District Safety and Health Protocols.
- b. Representatives from the Association including local Association leaders, the California Teachers Association, and the National Education Association shall be granted access to District worksites with prior notice provided to the site administrator. All such visitors must comply with safety and health protocols addressed in this MOU and the District Safety and Health Protocols.

## **9. COMPENSATION**

- a. Unit Members returning to in-person instruction will be compensated the equivalent of up to three (3) member-directed days paid at per-diem to prepare classrooms/workspace for returning to in-person instruction.
  - i. Unit Members shall complete all hours no later than April 30, 2021
  - ii. Unit Members shall submit a completed affidavit of participation to their Site Administration no later than May 3, 2021

- iii. Compensation will be paid in one lump sum no later than the July 2021 pay warrant and must be documented through an affidavit of participation
- iv. Late affidavits may result in delayed payment
- b. Unit members shall receive a one-time, off-schedule bonus of five percent (5%).
- c. Unit members shall receive a one thousand dollar (\$1000) one-time Pandemic Transition Support Incentive stipend. Compensation will be paid in one lump sum no later than the July 2021 pay warrant.

**10. CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE**

- a. The District and Association agree to meet and confer and/or bargain as needed regarding the impacts of the pandemic upon request from either party, including the impact of a change in tier designation.
- b. 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.

**11. DURATION**

- a. The District and the Association 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.
- b. This MOU shall expire in full without precedent on June 30, 2021, unless extended by mutual written agreement of the District and the Association.
- c. The parties understand the COVID-19 pandemic situation is fluid and mutually agree to review the provisions of the MOU, as necessary. This MOU addresses the negotiable effect of COVID-19.
- d. The District and/or Association reserve the right to negotiate any additional impacts and/or additional school effects in the 2020-2021 school year.

Dated this 5<sup>th</sup> day of April, at Fontana, California.

**FOR THE ASSOCIATION**

**FOR THE DISTRICT**

 4/14/2021



**Leandra Marchis Poirier  
Negotiations Chair  
Fontana Teachers Association**

**Linda M. Young  
Director, People Services  
Fontana Unified School District**