LAGUNITAS SCHOOL DISTRICT  
1 LAGUNITAS SCHOOL ROAD  
SAN GERMANY, CALIFORNIA

REGULAR MEETING OF THE GOVERNING BOARD

NOTE: Board of Trustees will meet via Zoom video conference.  
Open Session will be called to order at 4:00 p.m.

Join Zoom Meeting: https://us02web.zoom.us/j/83207398784?pwd=bm5xT0tGZUhPSGUydkJtoUJHdBIRGpBZz09  
Meeting ID: 832 0739 8784  
Password: yRz9e2

Thursday, August 20, 2020  
Closed Session: 3:30 p.m.  
Open Session: 4:00 p.m.

Steve Reischer, President  
James Sanders, Clerk  
Richard Sloan  
Denise Bohm  
Amos Klausner

John Carroll, Superintendent  
Laura Shain, Principal  
Jeff Lippstreu, Chief Business Official

3:30 p.m.  
1. CALL MEETING TO ORDER: James Sanders, Chair

2. APPROVAL OF CLOSED SESSION AGENDA: Board Members will approve the Closed Session Agenda.

3. PUBLIC COMMENTS ON CLOSED SESSION AGENDA: Members of the public may address the Board regarding items on the Agenda as such items are taken up or, for closed session items, prior to board adjournment to Closed Session. Public comments on Closed Session Agenda items should be emailed to Superintendent John Carroll – jcarroll@lagunitas.org by 10:00 AM on 8/20/2020.

4. RECESS TO CLOSED SESSION: Board Members will recess to Closed Session pursuant to Section 54957.6 Conference with Labor Negotiator, John Carroll, Certificated, Classified, Management/Confidential, requested by John Carroll, Superintendent; pursuant to Section 54957: Public Employee Discipline/Dismissal/Release, requested by John Carroll, Superintendent.

4:00 p.m.  
5. RECONVENE INTO OPEN SESSION: The Chair will announce any reportable action taken in Closed Session.

6. PUBLIC COMMENTS: This is an opportunity for the public to address the Trustees on matters related to school business that are not on the agenda. No comment, discussion, deliberation, or action can be taken by the Trustees unless the matter is placed on the agenda.

7. APPROVAL OF OPEN SESSION AGENDA: Board Members will review and approve the Open Session Agenda.

8. REPORTS  
   A. BOARD MEMBER REPORTS  
   B. ADMINISTRATIVE REPORTS  
      1. John Carroll, Superintendent  
      2. Laura Shain, Principal  
      3. Jeff Lippstreu, Chief Business Official
9. CORRESPONDENCE / INFORMATION ITEMS
   A. Enrollment Update: August, 2020
   B. Letter from California Department of Education dated August 6, 2020

10. ITEMS FOR DISCUSSION ONLY
    A. LONG RANGE PLAN (LRP): Standing agenda item to ensure that the Board will re-start work on the Long Range Plan when pandemic conditions improve.
    B. SCHOOL RE-OPENING TASK FORCE: John Carroll, Superintendent will present information on the development of a School Re-opening Task Force.

11. CONSENT AGENDA:
    Consent Agenda: All items are approved by a single action. Any member of the Board may remove an item from the consent agenda for separate discussion.
    A. Minutes – Regular Meeting, June 25, 2020 and Special Board Meeting July 23, 2020
    B. Warrants
    C. Williams Quarterly Report

DISCUSSION / ACTION ITEMS:

A. ITEMS REMOVED FROM THE CONSENT AGENDA: Items removed from the Consent Agenda above may be discussed and acted upon individually.

B. 2020/21 CONSOLIDATED APPLICATION: Jeff Lippstreu, CBO, will present the Consolidated Application for Funding Categorical Aid Programs for the 2020/21 SY.

C. MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE LAGUNITAS SCHOOL DISTRICT AND THE LAGUNITAS TEACHERS ASSOCIATION (LTA): Staff recommends Board approval for this MOU regarding the COVID-19 Pandemic and School Opening during the 2020-2021 school year.

D. MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE LAGUNITAS SCHOOL DISTRICT AND THE CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION (CSEA): Staff recommends Board approval for this MOU regarding the COVID-19 Pandemic and School Opening during the 2020-2021 school year.

HUMAN RESOURCES / ACTION ITEM:

A. APPROVE RECOMMENDATION FROM ADMINISTRATION FOR THE EMPLOYMENT OF PETER ELDREDGE: Board Members are asked to approve a recommendation from Administration to employ Peter Eldredge as the 2nd/3rd Grade Teacher in Open for the 2020-2021 school year.

B. APPROVE RECOMMENDATION FROM ADMINISTRATION FOR THE EMPLOYMENT OF OLGA KHYKIN: Board Members are asked to approve a recommendation from Administration to employ Olga Khykin as the TK/K/1st Grade Teacher in Open for the 2020-2021 school year.

C. APPROVE RECOMMENDATION(S) FROM ADMINISTRATION TO EMPLOY AMBER ROSE BAUER: Board Members are asked to approve a recommendation from Administration to employ Amber Rose Bauer as a Resource Specialist (RSP) Assistant for the 2020-2021 school year.

D. APPROVE RECOMMENDATION(S) FROM ADMINISTRATION TO EMPLOY MICHAELA THOMAS: Board Members are asked to approve a recommendation from Administration to employ Michaela Thomas as a Resource Specialist (RSP) Assistant for the 2020-2021 school year.
ADJOURN: The next regular meeting of the Board of Trustees of the Lagunitas School District is scheduled for Thursday, September 10, 2020 at 6:30 p.m.

Accessibility Accommodations: The Lagunitas School District adheres to the Americans with Disabilities Act. Should you require special accommodations, or more information about accessibility, please contact Liz Wickersham at 415-488-4118 x201. All efforts will be made for reasonable accommodations in accordance with applicable law.

Public Records: In accordance with Government Code section 54957.5 and the Public Records Act, public records that are distributed to a majority of the Board of Trustees concerning the open session agenda will be made available upon request. Such records distributed less than 72 hours prior to regular meeting are available for inspection at the Lagunitas School District Office located at 1 Lagunitas School Road.

Copies of Board Agendas and Reports Presented at This Meeting can be found under the menu tab labeled “School Board” on the Lagunitas School District Website:

www.lagunitas.org
## 2020-21 Enrollment

### August 2020

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August 6, 2020

John Carroll, Superintendent
Lagunitas Elementary School District
P.O. Box 308
San Geronimo, CA 94963-0308

Dear Superintendent Carroll:

Subject: Request for Allowance of Attendance Due to Emergency Conditions
(Fiscal Year 2019–2020), Form J-13A

The California Department of Education has approved the request for three emergency days on October 28–30, 2019, for all schools in Lagunitas Elementary School District. These school closure days may be used to meet the instructional time requirements pursuant to California Education Code sections 46200, 46201, 46207, and/or 46208.

This letter and copy of the original Form J-13A should be used to substantiate compliance with statutory instructional time requirements. A copy of this letter and Form J-13A have been emailed to all contact persons listed on the form. Information on how to report average daily attendance as a result of this approval is available in the Reporting Approvals Section of the Form J-13A Frequently Asked Questions (FAQ) at https://www.cde.ca.gov/fg/aa/ps/formj13afaq.asp. Any additional questions not addressed in the FAQs should be emailed to attendanceaccounting@cde.ca.gov.

Sincerely,

[Signature]

Wendi McCaskill, Associate Director
School Fiscal Services Division

WM:at

cc: Mary Jane Burke, County Superintendent of Schools, Marin County Office of Education
LAGUNITAS SCHOOL DISTRICT
San Geronimo, California

MINUTES FROM THE REGULAR MEETING
OF THE BOARD OF TRUSTEES

Thursday, June 25, 2020

1. CALL TO ORDER: The meeting was called to order at 1:09 p.m. by Amos Klausner, Chair. Members present were Richard Sloan, Steve Rebscher, Denise Bohman, Amos Klausner and James Sanders. Also present were John Carroll, Superintendent, Laura Shain, Principal and Jeff Lippstreu, CBO. Liz Wickersham, District Secretary, recorded the minutes.

2. APPROVAL OF CLOSED SESSION AGENDA: Board Members approved the Closed Session Agenda. Motion: Steve Rebscher, Trustee moved to approve, and Denise Bohman, Trustee second. Motion Carried: 5 ayes (Sloan, Rebscher, Bohman, Klausner and Sanders).

3. PUBLIC COMMENTS ON CLOSED SESSION AGENDA: No public comments.

4. RECESS TO CLOSED SESSION: Board Members and Administration recessed to Closed Session pursuant to Ed. Code Section 54957.6 Conference with Labor Negotiator, John Carroll, Certificated, Classified, Management/Confidential, requested by John Carroll, Superintendent and pursuant to Section 54957: Public Employee Discipline/Dismissal/Release, requested by John Carroll, Superintendent.

5. RECONVENE INTO OPEN SESSION: The Board of Trustees reconvened at 2:00 p.m. and the Chair announced that there was reportable action in Closed Session. The Board made a motion to authorize negotiation of extension of timelines for the Longevity Benefit of two retiring Teachers. The deadline was extended from February 28 to June 30 due to the pandemic. Motion: Denise Bohman, Trustee moved to and Steve Rebscher, Trustee second. Motion Carried: 5 ayes (Sloan, Rebscher, Bohman, Klausner, Sanders).

6. PUBLIC COMMENTS:
   - Anita Collison, LTA President stated that she appreciated the extension of the longevity deadline for our retiring teachers.
   - Marlene Maiello, Teacher thanked the Board and stated that she appreciated it.
   - Dave Cort, San Geronimo Valley Community Center (SGVCC) said a heart-warming message of thanks and appreciation to Marlene and Larry for their years of service and contributions to the community. Dave mentioned to the Board that he was so deeply appreciative of all our partnerships. The partnerships have been so incredible and he appreciates our joint missions. Dave noted that they have been handing out between 250-300 bags and boxes of food each week. Lots of strong community partnerships.

7. APPROVAL OF OPEN SESSION AGENDA: Motion: Denise Bohman, Trustee moved to approve and Richard Sloan, Trustee second. Motion Carried: 5 ayes (Sloan, Rebscher, Bohman, Klausner, Sanders).
8. REPORTS:

A. BOARD MEMBER REPORTS
1. Richard Sloan, Trustee, mentioned that he has been attending a lot of Zoom meetings. This morning he participated in a Zoom meeting with County Superintendent Mary Jane Burke and Dr. Matt Willis.
2. James Sanders, Trustee, said he was one of the Board Members participating in the School Reopening Task Force.
3. Denise Bohman, Trustee, stated that it was a pleasure to take part in the 8th grade graduation and support our Valley students at the High School Parade.
4. Amos Klausner, Trustee expressed appreciation for community members in Woodacre for their support of the 5th grade Montessori graduation parade.
5. Steve Rebscher, Trustee, said he was working on bringing a Resolution to the Board on Equity and support of the Black Lives Movement

B. ADMINISTRATIVE REPORTS
1. John Carroll, Superintendent, reported on the following:
   • Meetings have been taking place with insurance brokers as we are looking at leaving our current joint insurance agency and joining SISC. There is a huge benefit to joining a bigger pool, such as lowering premiums. More to report later.
   • As a parent of a graduating Senior, I have to say how amazing the Valley High School Parade was and it really made the students and families feel special.
2. Laura Shain, Principal, reported on the following:
   • The hardest part of graduation this year was to rally enthusiasm. Everyone came around and it was really nice and heartfelt.
   • Some things have wind down a bit.
   • We have a robust amount of Kindergarten Registrations.
   • Great candidates in the RSP Assistant Interviews today.
3. Jeff Lippstreu, Chief Business Official, reported on the following:
   • The Budget process is ongoing.
   • Facilities staff are working on cleaning rooms and some planting.
   • SPAWN received a grant and we are working on the stream bank.
   • Gym storage will begin again on June 1, 2021.
   • Currently working on improving our septic system with upgrades.

9. CORRESPONDENCE / INFORMATION ITEMS:
   a) The Board of Trustees reviewed the Enrollment update as of June 20, 2020 and projected enrollment for 2020-21
   b) The Board reviewed the letter from Amanda Williamson received June 19, 2020

10. ITEMS FOR DISCUSSION ONLY

A. LONG RANGE PLAN (LRP): John Carroll, Superintendent stated that this is a standing Agenda item and we will revisit it after the pandemic. Denise Bohman, Trustee said that she thinks we all realize that experiencing the pandemic has been an extraordinary experience and once it resolves itself our world will really be different. Steve Rebscher, Trustee said that he thinks that there are a couple specific goals that we need to add, such as equity and online learning.

B. BUDGET ADVISORY COMMITTEE: John Carroll, Superintendent stated that we have run into some volatility. The next meeting will be on July 23, 2020

C. SCHOOL RE-OPENING TASK FORCE: John Carroll, Superintendent presented information on the development of a School Re-opening Task Force and the developments of the Steering Committee and its subcommittees. John added that he will maintain transparency
through various forms of communication, adding that the most recent information and details can be found on our school website.

11. CONSENT AGENDA: Motion: Denise Bohman, Trustee, moved to approve the Consent Agenda, and Steve Rebscher, Trustee, second. Motion Carried: 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).
   a) Minutes – Special Joint Board Meeting, June 2 and Regular Meeting, June 4, 2020
   b) Interdistrict Transfer #3, 2020-2021 SY

12. DISCUSSION/ACTION ITEMS

   A. THE BOARD APPROVED EQUITY BOARD POLICY (BP 0415): The Board approved Board Policy 0415 on Equity. Motion: Denise Bohman, Trustee, moved to approve and James Sanders, Trustee second. Motion Carried: 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).

   B. THE BOARD APPROVED 2019/20 BUDGET REVISION #4: The Board approved Budget Revision #4 for 2019/20 school year. Motion: Richard Sloan, Trustee moved to approve and Denise Bohman, Trustee, second. Motion Carried: 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).

   C. THE BOARD APPROVED LAGUNITAS SCHOOL DISTRICT BUDGET FOR THE 2020-2021 SCHOOL YEAR: The Board approved the Lagunitas School District Budget for the 2020-2021 school year. Motion: Denise Bohman, Trustee moved to approve and Richard Sloan, Trustee, second. Motion Carried: 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).

   D. THE BOARD APPROVED THE NEED FOR ASSIGNED AND UNASSIGNED ENDING FUND BALANCES IN EXCESS OF THE MINIMUM RESERVE STANDARD FOR ECONOMIC UNCERTAINTIES IDENTIFIED IN THE BUDGET: The Board approved the need for supplemental 3% reserve in the adopted budget due to Basic Aid status. Motion: Denise Bohman, Trustee moved to approve and Richard Sloan, Trustee, second. Motion Carried: 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).

   E. THE BOARD APPROVED THE 2020-2021 INSTRUCTIONAL MINUTE CALCULATION: The Board approved the 2020-21 Instructional Minute Calculation. Motion: Denise Bohman, Trustee moved to approve the Declaration of Need for Fully Qualified Educators. Amos Klausner, Trustee, second. Motion Carried: 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).

   F. THE BOARD APPROVED MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE ROSS VALLEY CHARTER SCHOOL (RVCS) AND LAGUNITAS SCHOOL DISTRICT (LSD). The Board Members approved the MOU between RVCS as long as prior to payment, RVCS signed the MOU first. Motion: Denise Bohman, Trustee moved to and Richard Sloan, Trustee, second. Motion Carried: 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).

HUMAN RESOURCES / ACTION AGENDA:

   A. THE BOARD APPROVED ACCEPTANCE OF LETTER OF RESIGNATION from Lawrence Nigro, Open Program Teacher. The Board Members, Staff and many school community members all thanked Larry for his years of teaching at Lagunitas School District. Motion: Denise Bohman, Trustee moved to approve and Richard Sloan, Trustee, second. Motion Carried: 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).

   B. THE BOARD APPROVED ACCEPTANCE OF LETTER OF RESIGNATION from Marlene Maiello, Open Program Teacher. The Board Members, Staff and many school community members all thanked Larry for his years of teaching at Lagunitas School District. Motion: Steve Rebscher, Trustee moved to approve and Denise Bohman, Trustee, second. Motion Carried: 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).
C. **THE BOARD AUTHORIZED A HIRING COMMITTEE** for the two newly vacant positions of Open Program Teacher for the 2020-2021 school year. **Motion:** Denise Bohman, Trustee moved to approve authorizing a hiring committee for Student Supervision. Richard Sloan, Trustee, second. **Motion Carried:** 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).

D. **THE BOARD AUTHORIZED A HIRING COMMITTEE** for the position of Open Program Music Specialist for the 2020-2021 school year. **Motion:** Denise Bohman, Trustee moved to approve and Steve Rebscher, Trustee, second. **Motion Carried:** 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).

E. **THE BOARD AUTHORIZED A HIRING COMMITTEE** for the positions of Open Program and Montessori Program Spanish Teacher for the 2020-2021 school year. **Motion:** Denise Bohman, Trustee moved to approve and Richard Sloan, Trustee, second. **Motion Carried:** 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).

**AGENDA PLANNING:**
- Topics to be discussed at next Board meeting: Budget, Re-opening Committee, Equity and Long Range Plan

**ADJOURN:** The Meeting was adjourned at 4:33 p.m. **Motion:** Denise Bohman, Trustee moved to approve, and James Sanders, Trustee second. **Motion Carried:** 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).
LAGUNITAS SCHOOL DISTRICT
San Geronimo, California

MINUTES FROM THE SPECIAL MEETING
OF THE BOARD OF TRUSTEES
Thursday, July 23, 2020

1. CALL TO ORDER: The meeting was called to order at 2:05 p.m. by Steve Rebscher, Chair. Members present were Richard Sloan, Steve Rebscher, Denise Bohman, Amos Klausner and James Sanders. Also present were John Carroll, Superintendent, Laura Shain, Principal and Jeff Lippstreu, Chief Business Official, Budget Advisory Committee Members and members of the public. Liz Wickersham, District Secretary recorded the minutes.

2. PUBLIC COMMENTS: Dave Cort mentioned the San Geronimo Valley and Nicasio Emergency Fund has had their biggest number of requests this month. Dave wanted to encourage people facing financial difficulties to reach out to the Community Center for a grant, especially families with children the age of 6 or younger. People could contact himself, Nicole or Alexa for more information. Dave added that he is so honored to partner with the school and community.

3. APPROVAL OF OPEN SESSION AGENDA: Board Members reviewed and approved the Open Session Agenda. Motion: Denise Bohman, Trustee, moved to approve and Richard Sloan, Trustee second. Motion Carried: 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).

4. DISCUSSION ITEM:

A. BUDGET ADVISORY COMMITTEE:
   1. John Carroll, Superintendent presented the effects of the pandemic as it relates to the Budget in a PowerPoint Presentation. John explained how school Budgets are usually unpredictable but with the pandemic an additional level of uncertainty has been added. John explained that we didn’t take as big of a financial hit as originally thought and elaborated with several examples.

   2. Budget Update: Jeff Lippstreu, Chief Business Official stated that there is further one time funding to help with Covid response. Jeff further explained the handouts in the Board Packet explaining what we are looking at reducing in the multi-year projections. Our deficit spending has improved quite a bit. There were several questions from Board Members and others in attendance. Jeff gave a detailed explanation of each question and reminded everyone of the Budget Timeline. The next Budget Advisory Committee Meeting will be in late October or early November before the Budget Revision.

B. APPROVAL OF THE BUDGET REVISION TO THE ADOPTED BUDGET AS A RESULT OF THE GOVERNOR’S UPDATE: The Board approved the 45-day Budget Revision. Motion: Denise Bohman, Trustee, moved to approve and James Sanders, second. Motion Carried: 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).

C. APPROVAL OF THE REMOTE LEARNING PROPOSAL FROM THE LAGUNITAS SCHOOL RE-OPENING TASK FORCE: The Board approved the Task Force’s Remote Learning Proposal for the 2020-2021 school year. The recommendation is for the Board to approve this proposal. Motion: Denise Bohman, Trustee, moved to approve and Richard Sloan, second. Motion Carried: 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).

D. APPROVAL OF THE REVISED 2020-2021 SCHOOL YEAR CALENDAR: The Board approved the revised 2020-2021 school year calendar. Motion: Richard Sloan, Trustee, moved to approve and Denise Bohman, second. Motion Carried: 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).
E. APPROVAL OF ADDING MARLENE MAIELLO TO THE HIRING COMMITTEE: John Carroll, Superintendent, led a robust discussion on Hiring Committees and gave an explanation of the current policy. The debate surrounded the exclusion of retired teachers being able to participate in a Hiring Committee. Richard Sloan, Trustee argued that valuing every voice with inclusion not exclusion is fundamental to those procedures. Amos Klausner, Trustee stated that we need to revisit the language of the policy and make amends to Marlene by allowing her to participate in the Hiring Committee for new Open Teachers. Denise Bohman, Trustee agreed that we need to revisit the policy. Steve Rebscher, Trustee and James Sanders, Trustee also agreed on this matter. The final decision was to allow newly retired teacher Marlene Maiello to participate in the Hiring Committee for new Open Classroom Teachers. Motion: Richard Sloan, Trustee, moved to approve and James Sanders, second. Motion Carried: 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).

F. APPROVAL OF RECOMMENDATION FROM ADMINISTRATION TO HIRE AMBER ROSE BAUER: Board Members approve a recommendation from the Administration to employ Amber Rose Bauer as a Resource Specialist (RSP) Assistant for the 2020-2021 school year. Motion: Denise Bohman, Trustee, moved to approve and Richard Sloan, second. Motion Carried: 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).

G. APPROVAL OF RESOLUTION #2021-05, RESOLUTION AGAINST SOCIAL INJUSTICE: Board Members approved Resolution #2021-05, a Resolution Against Social Injustice. Motion: Denise Bohman, Trustee, moved to approve and Richard Sloan, second. Motion Carried by Roll Call Vote: 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).

H. APPROVAL OF JOINT EXERCISE OF POWERS AGREEMENT FOR THE OPERATION OF COMMON RISK MANAGEMENT AND INSURANCE PROGRAM WITH SISC (SELF INSURED SCHOOLS OF CALIFORNIA): Board Members approved the Joint Exercise of Powers Agreement. Motion: Denise Bohman, Trustee, moved to approve and Richard Sloan, second. Motion Carried: 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).

I. ADJOURN: The meeting was adjourned at 4:15 p.m. Motion: Amos Klausner, Trustee, moved to approve and James Sanders, second. Motion Carried: 5 ayes (Sloan, Bohman, Rebscher, Klausner, Sanders).
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**WARRANT TOTAL**

$6,000.00

**FUND TOTALS**

- Total Number of Checks: 14
- Total Amount of Checks: $52,067.10*
- Total ACH Generated: 0
- Total Amount of ACH: $.00*
- Total EFT Generated: 0
- Total Amount of EFT: $.00*
- Total Payments: 14
- Total Amount: $52,067.10*
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- Total amount of checks: $665.00*
- Total ACH generated: 0
- Total ACH amount: $0.00*
- Total EFT generated: 0
- Total EFT amount: $0.00*
- Total payments: 2
- Total amount: $665.00*

**BATCH TOTALS***
- Total number of checks: 16
- Total amount of checks: $52,732.10*
- Total ACH generated: 0
- Total ACH amount: $0.00*
- Total EFT generated: 0
- Total EFT amount: $0.00*
- Total payments: 16
- Total amount: $52,732.10*

**DISTRICT TOTALS***
- Total number of checks: 16
- Total amount of checks: $52,732.10*
- Total ACH generated: 0
- Total ACH amount: $0.00*
- Total EFT generated: 0
- Total EFT amount: $0.00*
- Total payments: 16
- Total amount: $52,732.10*
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*** DISTRICT TOTALS ***

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### **FUND TOTALS**

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### **BATCH TOTALS**

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- TOTAL AMOUNT: $3,768.37*

*** BATCH TOTALS ***
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- TOTAL ACH GENERATED: 0
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*** DISTRICT TOTALS ***
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| TOTAL PAYMENTS: | 20 | TOTAL AMOUNT: | $62,881.63* |</p>
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*** FUND TOTALS ***

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*** DISTRICT TOTALS ***

- TOTAL NUMBER OF CHECKS: 21
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- TOTAL ACH GENERATED: 0
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*** DISTRICT TOTALS ***
- TOTAL NUMBER OF CHECKS: 5
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*** FUND TOTALS ***
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**FUND TOTALS**

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**BATCH TOTALS**

- TOTAL NUMBER OF CHECKS: 1
- TOTAL AMOUNT OF CHECKS: $31,637.00*
- TOTAL ACH GENERATED: 0
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- TOTAL AMOUNT OF EFT: $0.00*
- TOTAL PAYMENTS: 9
- TOTAL AMOUNT: $40,826.94*
Quarterly Report on Williams Uniform Complaints  
[Education Code Section 35186]  
Fiscal Year 2020-21

District: Lagunitas School District  
Person completing this form: Liz Wickersham  
Title: District Secretary

Quarterly Report Submission Date:  
☑️ July 2020 (4/1/20 to 6/30/20)  
☐ October 2020 (7/1/20 to 9/30/20)  
☐ January 2021 (10/1/20 to 12/31/20)  
☐ April 2021 (1/1/21 to 3/31/21)

Date for information to be reported publicly at governing board meeting: August 20, 2020

Please check the box that applies:

☑️ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

<table>
<thead>
<tr>
<th>General Subject Area</th>
<th>Total # of Complaints</th>
<th>#Resolved</th>
<th>#Unresolved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Textbooks and Instructional Materials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Teacher Vacancy or Misassignment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facilities Conditions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

John Carroll  
Name of District Superintendent

Signature of District Superintendent

Form Edited 3/26/19
Memo

To: Board of Trustees
From: Jeff Lippstreu, C.B.O.
Date: 8/15/2020
Re: 2020-21 Consolidated Application

Background:

The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in May, each local educational agency (LEA) submits the spring release of the application to Document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs.

The winter release of the application is submitted in January of each year and contains the District entitlements for each funded program. Out of each state and federal program Entitlement, districts allocate funds for programs operated at schools, for indirect costs of Administration, and for programs operated by the district office.

Recommended Motion:

Approve the submission of the Consolidated Application initial release for participation and assurances for the 2020-21 fiscal year.

Quick Summary / Abstract:

Approval of the Consolidated Application agreement for 2020-21 will provide the District with continued federal program funding at federally determined levels. Programs applicable to the District are: Title I, Title II, and Title V.

Recommended Motion:

Approve the Consolidated Application agreement and submission for 2020-21.
2020-21 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:
Franco Rozic, Title I Monitoring and Support Office, frazic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

<table>
<thead>
<tr>
<th>The authorized representative agrees to the above statement</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Representative's Full Name</td>
<td>John Carroll</td>
</tr>
<tr>
<td>Authorized Representative's Title</td>
<td>Superintendent</td>
</tr>
<tr>
<td>Authorized Representative's Signature Date</td>
<td>08/20/2020</td>
</tr>
<tr>
<td>Comment</td>
<td>If the LEA is not able to certify at this time, then an explanation must be provided in the Comment field. (Maximum 500 characters)</td>
</tr>
</tbody>
</table>

***Warning***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.
CDE Program Contact:
Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval
The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

| Date of approval by local governing board | 08/20/2020 |

District English Learner Advisory Committee Review
Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

| DELAC representative's full name (non-LEA employee) |  |
| DELAC review date |  |
| Meeting minutes web address |  |
| Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the IFA must keep the minutes on file which indicate that the application was reviewed by the committee. |  |
| DELAC comment | District has less than 50 identified English learners. |

If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)

Application for Categorical Programs
To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

<table>
<thead>
<tr>
<th>Title I, Part A (Basic Grant)</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESSA Sec. 1111 et seq. SACS 3010</td>
<td></td>
</tr>
<tr>
<td>Title II, Part A (Supporting Effective Instruction)</td>
<td>Yes</td>
</tr>
<tr>
<td>ESEA Sec. 2104 SACS 4035</td>
<td></td>
</tr>
<tr>
<td>Title III English Learner</td>
<td>Yes</td>
</tr>
<tr>
<td>ESEA Sec. 3102 SACS 4203</td>
<td></td>
</tr>
<tr>
<td>Title III Immigrant</td>
<td>Yes</td>
</tr>
<tr>
<td>ESEA Sec. 3102 SACS 4201</td>
<td></td>
</tr>
</tbody>
</table>

***Warning***
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Report Date: 9/14/2020
2020-21 Title III English Learner Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2020-21 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:
Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-6831

Estimated Allocation Calculation

| Estimated English learner per student allocation | $114.40 |
| Estimated English learner student count | 8 |
| Estimated English learner student program allocation | $915 |

Note: $10,000 minimum program eligibility criteria

If the local educational agency’s estimated English learner student program allocation is less than $10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at https://www.cde.ca.gov/sp/el/t3/elconsortium.asp.

Budget

| Professional development activities | $500 |
| Program and other authorized activities | $100 |
| English Proficiency and Academic Achievement | $215 |
| Parent, family, and community engagement | $100 |
| Direct administrative costs | $0 |
| (Amount cannot exceed 2% of the estimated English learner student program allocation) |
| Indirect costs | $0 |
| (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs) |
| Total budget | $915 |

***Warning***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.
2020-21 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:
Arturo Ambiriz, Fiscal Oversight and Support Office, AAmbriz@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at https://www.cde.ca.gov/fg/ac/sal/.

<table>
<thead>
<tr>
<th>2020-21 Request for authorization</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)</td>
<td></td>
</tr>
</tbody>
</table>

***Warning***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.
Retention activities:
All other recruitment, training, and retention expenditures:

<table>
<thead>
<tr>
<th>Miscellaneous Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class size reduction:</td>
</tr>
<tr>
<td>Administrative and indirect costs:</td>
</tr>
<tr>
<td>Equitable services for nonprofit private schools:</td>
</tr>
<tr>
<td>All other allowable expenditures and encumbrances:</td>
</tr>
<tr>
<td>Total expenditures and encumbrances: $4,092 Recalculate</td>
</tr>
<tr>
<td>2018-19 Unspent funds:</td>
</tr>
<tr>
<td>$0</td>
</tr>
</tbody>
</table>

Last Saved: Jeff Lippstreu (hippstrau), 8/14/2020 11:06 AM, Certified

Save  Return to List
Retention activities:
All other recruitment, training, and retention expenditures:

Miscellaneous Expenditures
Class size reduction: $4,205
Administrative and indirect costs: 
Equitable services for nonprofit private schools: 
All other allowable expenditures and encumbrances: 
Total expenditures and encumbrances: $4,205

2019-20 Unspent funds: $0

Last Saved: Jeff Lippstreu (lippstreu), 8/14/2020 11:36 AM, Certified

Save Return to List
Homeless Liaison Information

* Homeless Liaison Title: Principal
* Homeless Liaison Email Address: ishain@lagunitas.org
* Homeless Liaison Telephone Number: 415-488-4118
* Homeless Liaison Telephone Extension: 202

* Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education: 1.00

Homeless Liaison Training Information

* Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years: Yes

Has the homeless liaison provided training to the following personnel:

- Principals and other school leaders: Yes
- Attendance officers and registrars: Yes
- Teachers and instructional assistants: No
- School counselors: No

Homeless Education Policy and Requirements

* Does the LEA have a written homeless education policy: Yes

No policy comment:
Provide an explanation why the LEA does not have a homeless education policy.
(Maximum 500 characters)

Date LEA's board approved the homeless education policy: 04/30/2020 (ex. MM/DD/YYYY)

* Does the LEA meet the above federal requirements: Yes

Compliance comment:
Provide an explanation why the LEA does not comply with federal requirements.
(Maximum 500 characters)
2020-21 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

Required fields are denoted with an asterisk (*).

NOTE: Your local educational agency (LEA) has previously certified this data collection form as official. One or more other data collection forms may be dependent on this data collection form. Please be aware that if a change is saved and this data collection form is certified again, it may cause dependent data collection forms to become certified-obsolete and your LEA may have to revise and resubmit those dependent data collection forms as well.

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the “Guidance on Constitutionally Protected Prayer” in Public Elementary and Secondary Schools.*

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

* The authorized representative agrees to the above statement:

☐ No  ☑ Yes

Authorized Representative’s Full Name: John Carroll

Authorized Representative’s Title: Superintendent

Authorized Representative’s Signature Date: 08/20/2020 (ex. MM/DD/YYYY)

Comments: If the LEA is not able to certify at this time, then an explanation must be provided in the Comment field. (Maximum 500 characters)
2020-21 LCAP Federal Addendum Certification

Required fields are denoted with an asterisk (*).

NOTE: Your local educational agency (LEA) has previously certified this data collection form as official. One or more data collection forms may be dependent on this data collection form. Please be aware that if a change is saved and this data collection form is certified again, it may cause dependent data collection forms to become certified-obsolete and your LEA may have to revise and resubmit those dependent data collection forms as well.

Initial Application
To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.
In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application
If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) /
District:
For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP

https://www3.cde.ca.gov/cars/app/DataCollection/DataCollection.aspx
2020-21 LCAP Federal Addendum Certification

Required fields are denoted with an asterisk (*).

NOTE: Your local educational agency (LEA) has previously certified this data collection form as official. One or more other data collection forms may be dependent on this data collection form. Please be aware that if a change is saved and this data collection form is certified again, it may cause dependent data collection forms to become certified obsolete and your LEA may have to revise and resubmit those dependent data collection forms as well.

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior-year form.

County Office of Education (COE) / District:

For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP.

02/19/2020 (ex. MM/DD/YYYY)
CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Lagunitas Elementary (21 65359 0000000)

2020-21 Application for Funding

Required fields are denoted with an asterisk (*).

NOTE: Your local educational agency (LEA) has previously certified this data collection form as official. One or more other data collection forms may be dependent on this data collection form. Please be aware that if a change is saved and this data collection form is certified again, it may cause dependent data collection forms to become certified-obsolete and your LEA may have to revise and resubmit those dependent data collection forms as well.

Local Governing Board Approval
The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board: 08/20/2020 (ex. MM/DD/YYYY)

District English Learner Advisory Committee Review
Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name: (non-LEA employee)

DELAC review date:

Meeting minutes web address:
Please enter the web address of DELAC review meeting minutes (format: http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.

https://www3.cdo.ca.gov/cars/app/DataCollection/Application/Application.aspx
* English Proficiency and Academic Achievement: $215
* Parent, family, and community engagement: $100
* Direct administrative costs: $0 (Amount cannot exceed 2% of the estimated English learner student program allocation)
* Indirect costs: $0 (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)

Total budget: $315

Last Saved: Jeff Lippstreu (hlippstreu), 8/14/2020 11:06 AM, Certified
<table>
<thead>
<tr>
<th>Estimated Immigrant Student Program Allocation</th>
<th>$0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indirect costs:</td>
<td></td>
</tr>
<tr>
<td>(LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)</td>
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<tr>
<td>Total budget:</td>
<td>$105</td>
</tr>
</tbody>
</table>

Last Saved: Jeff Lippsreutl, 8/14/2020 11:06 AM, Certified

Save   Return to List

Geoffrey Ndirangu, Language Policy and Leadership Office | pdrcen@cs.edu | 916-323-5831
General CARS Questions: Consolidated Application Support Desk | csasupport@cs.gov | 916-319-0297
MEMORANDUM OF UNDERSTANDING
BETWEEN
LAGUNITAS SCHOOL DISTRICT
AND
LAGUNITAS TEACHERS ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE 2020-2021 SCHOOL YEAR.

JULY 30, 2020

The Lagunitas School District ("District") and the Lagunitas Teachers 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 during 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 quarantine, 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.

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, and certificated teachers 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.

1.02 "Cohort" — is a group of students that maintains social isolation and physical distancing. Cohorts are designed to remain stable and intact in order to prevent the spread of infection and illness arising from COVID-19. Classroom cohort sizes supersede class size language in the CBA for in-person learning during the life of this MOU.

1.03 "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.

1.04 "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.
1.05 “Face Coverings” — cloth face coverings or masks as recommended by federal, state, and local public health guidance.

1.06 “Hand Sanitizer” — this product must contain at least 60% alcohol. Ethyl alcohol is preferred and should be used when there is the potential of unsupervised use by children. Isopropyl alcohol hand sanitizers are more toxic and can be absorbed through the skin. Hand sanitizers containing methanol are toxic and shall not be used. (see CDC and FDA Advisories.)

1.07 “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 includes face coverings, masks, N95 respirators, face shields, neck guards, barriers, gloves, goggles, etc.

1.08 “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.

1.09 “Healthcare Provider is a medical doctor, nurse practitioner or school nurse.

2.0 PERSONAL PROTECTIVE EQUIPMENT (“PPE”)

2.01 The District shall provide PPE to all unit members and students for every day that unit members or students are required to report to school sites.

2.02 In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.

2.03 Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE.

2.04 If the District fails to provide sufficient PPE for the day, 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. Any in-person classes taught by the unit member will resume when sufficient PPE is available.

Face Covering Requirements

2.05 Face coverings are required 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 grades TK-8, all administrators, and any visitors on campus over two years of age. The District shall develop and share with staff a plan to deal with students and others who are not in compliance with the face covering requirements.

2.05.1 Face coverings shall not be required for students or staff if there is a medical or behavioral contraindication verified in writing from a healthcare provider or behavioral specialist.

2.06 For unit members and students who cannot wear a mask according to section 2.05.1, face shields with neck drapes tucked into the shirt shall be used. Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus.

2.07 N95 respirators shall be provided to:

2.07.1 Unit members caring for individuals who get sick at the worksite with possible symptoms of COVID-19 illness; and
2.07.2 Unit members with high number of daily workplace contacts or unit members who request in writing N95 respirators due to professional or personal health concerns.

2.07.3 The District will make every effort to provide N95 respirators for all unit members.

**Hand Washing Requirements**
2.08 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.

2.09 All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering district sites and every time a classroom is entered.

2.10 The District shall comply with the following hand washing requirements:
   2.10.1 Every room with a sink shall be stocked with soap, medically effective hand sanitizer, and hand drying equipment.
   2.10.2 Every classroom shall be provided medically effective hand sanitizer.
   2.10.3 Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.
   2.10.4 Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point on a school campus.
   2.10.5 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day that staff or students are on campus.

**3.0 IN-PERSON LEARNING**
The COVID-19 pandemic has caused federal, state, and local public health officers to issue orders and guidance impacting the educational operations of the District in order to minimize health and safety risks associated with COVID-19 infection and illness. As a result of the orders and guidance issued by federal, state, and local public health officers, any in-person learning offered by the District during the pandemic shall be offered consistent with all of the provisions below. If the District is unable to maintain all of the provisions in Sections 2.0 and 3.0, then the District will offer an educational program according to the provisions of Section 4.0 – Distance Learning/Hybrid Learning of this MOU.

**Adherence to Health Guidelines and Orders**
3.01 The District shall adhere to the COVID-19 guidelines and orders issued by the California Department of Public Health (“CDPH”), the Governor, and Marin Public Health issued as of July 31, 2020.

3.02 Where there is a conflict between the various guidelines or orders, the District shall adhere to the most restrictive guidelines or orders in order to minimize potential health and safety risks for all unit members, students, and their families.

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.
Physical Distancing

Classroom/Instructional/Academic Learning Spaces

3.04 The District shall ensure minimum physical distancing of six (6) feet between all student workspaces, between all educator and student workspaces, and between all employee workspaces.

3.04.1 The District shall calculate the maximum capacity of all workspaces while maintaining physical distance requirements. The capacity for each classroom space shall be posted prior to the start of in-person learning.

3.04.2 All workspaces shall be measured and marked to maintain the physical distancing requirement prior to the start of in-person learning.

3.05 In rare situations in a classroom where the minimum physical distancing requirement is insufficient to provide necessary academic instruction or assessments as mutually agreed to by the unit member and the site administrator, alternative and effective safety devices shall be used such as plexiglass barriers and/or face shields with neck drapes. Time spent in proximity of less than six (6) feet between individuals shall be minimized to the extent possible.

3.06 No unit member shall be directed to violate the six (6) feet of physical distancing requirement except to prevent imminent bodily or physical harm from occurring.

Lunch

3.07 Physical distancing of six (6) feet shall be maintained between students, between staff and students, and between all staff during their lunch period(s).

3.08 Education Code 44813 requires a duty-free lunch period of at least thirty (30) minutes each workday.

3.08.1 If the District requires students to stay in class for lunch due to the school site facility’s inability to maintain physical distancing requirements during lunch, the District shall compensate unit members who volunteer to remain with students for this period of time at the unit member’s pro rata per diem hourly rate of pay. No unit member shall be required to work during the duty-free lunch time, nor shall they be pressured or coerced to do so. It shall be the District’s responsibility to provide supervision coverage.

3.09 Staff lounge capacity while maintaining physical distancing requirements shall be determined and posted on all entrances to the staff lounge.

One-Way Directions/Movement

3.10 In order to help maintain physical distancing requirements in all common walkways and congregation areas (both outdoor and indoor), the District shall create unidirectional pathways. These pathways shall be clearly marked to indicate the direction of travel and the six (6) feet physical distance spacing requirements.

School Ingress and Egress Points

3.11 Since students, parents, and staff tend to congregate in large groups at access points before and after school:

3.11.1 School sites shall identify multiple access points to be used for student and parent ingress and egress before and after school.
3.11.2 Where possible, staff, students, and parents will be assigned an ingress and egress point for use when coming to school for in-person learning.

3.11.3 Unit members shall not be assigned to monitor ingress and egress locations in order to minimize the number of different people with whom a unit member interacts.

3.11.4 School sites may designate staggered start and end times for cohorts, but any staggered start or end times shall not create longer or shorter workdays for unit members.

Recess/Student Break Times

3.12 School site administrators, in consultation with unit members, shall create plans and schedules that provide recess and break times for both students and unit members consistent with the following:

3.12.1 All recess and break times shall be designed to maintain physical distance requirements and to maintain cohort stability.

3.12.2 All recess and break times shall be staggered to minimize the number of different people with whom staff and students interact.

3.12.3 Unit members shall have at least one morning break of at least 15 minutes. All breaks shall be without student supervision responsibilities. If members cannot arrange for breaks in the normal course of the work day, the district will provide student supervision so that members can take breaks without having to supervise students.

3.12.4 In order to minimize the number of different people with whom a unit member interacts, unit members shall not be assigned to additional student supervision duties.

Meetings and Gatherings

3.13 In-person meetings shall be eliminated during the pandemic (including but not limited to, staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, parent meetings, and parent-teacher conferences). All meetings shall be held virtually and shall be scheduled during non-instructional time unless mutually agreed upon by the parties. Any in-person meeting shall comply with all safety provisions of this MOU.

3.14 Large in-person gatherings (i.e. school assemblies) are prohibited.

3.14.1 Back-To-School Night, Open House, and in-person Promotion/Graduation meetings or ceremonies shall be cancelled for the 2020-2021 school year unless mutually agreed upon by the Parties.

3.15 Notwithstanding sections 3.13 and 3.14, all other provisions of the CBA regarding meetings apply.

Student Cohorts

Elementary Schools (TK-5)

3.16 The Parties affirm that student cohorts are intended and designed to provide stable groupings of students that are maintained throughout each school day, and through each quarter, trimester, or semester, with an assigned primary cohort teacher, and systems are in place at the school site to prevent the mixing of classroom cohorts.

3.17 Student cohort sizes shall not exceed 12 students. Smaller cohort size maximums shall exist if the physical distancing requirements of six (6) feet cannot be maintained given the classroom size
limitations. If the student cohort has reached its maximum capacity of 12, no additional students
will be added to the cohort roster.

3.18 Students should remain in their same workspace as much as practicable.
3.18.1 If students need to move to other workspaces in a classroom, the space should be
properly cleaned before and after its use.

3.19 Each student’s belongings shall be separated and stored in individually labeled storage containers,
cubbies, or areas.

3.20 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
disinfecte'd between uses.

3.21 School staff shall limit the number of in-person visits to classroom cohorts in order to maintain
the stability of the cohorts and to minimize the spread of the illness. Staff not assigned as the
primary cohort teacher shall use virtual methods of interacting with the student cohort, where
possible.
3.21.1 Unit members shall only interact in-person with students from three (3) classroom
cohorts in the same workday in order to minimize their potential exposure to COVID-19.

Secondary Schools (Grades 6-8)

3.22 The Parties affirm that student cohorts are intended and designed to provide stable groupings of
students that are maintained throughout each school day, and through each quarter, trimester, or
semester, with an assigned primary cohort teacher or teachers, and systems are in place at the
school site to prevent the mixing of classroom cohorts.

3.23 Student cohort sizes shall be at the regular class size as determined by the district if allowed
under guidance from state and local public health agencies. However, cohorts will be divided into
smaller groups to achieve sub-cohort sizes of 12. Sub-cohorts shall during the school day. If the
physical distancing requirements of six (6) feet cannot be maintained given the classroom size
limitations then smaller cohort maximums shall be created. If the student sub-cohort has reached
a maximum capacity of 12, no additional students will be added to the sub-cohort roster unless
mutually agreed by the parties.

3.24 Students should remain in their same workspace as much as practicable.
3.24.1 If students need to move to other workspaces in a classroom, the space should be
properly cleaned before and after its use.

3.25 Each student’s belongings shall be separated and stored in individually labeled storage containers,
cabinets, cubbies, or areas.

3.26 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
disinfecte'd between uses.
3.27 If students are assigned more than one course per day, the following options exist to maintain cohort stability:

3.27.1 Option 1: Student cohorts will remain in one classroom location during the school day. Unit members assigned to provide instruction to students in the cohort will rotate between cohorts during different class periods.

3.27.1.1 Classroom spaces will be cleaned before and after each rotation of unit members.

3.27.2 Option 2: Student cohorts will maintain stability during transitions from one classroom to another utilizing a block schedule. To help facilitate stability, staggered release times may be created. The number of transitions shall be minimized to half the regular number of class periods on a traditional bell schedule.

3.27.2.1 Classroom spaces will be cleaned before and after each rotation of students.

3.28 Unit members who rotate between classroom spaces shall be provided lockable rolling storage cabinets. The District shall structure the class schedule to minimize as much as possible the number of total contacts, minimize the distance unit members must travel between classes, and provide assistance to those who have physical barriers to such movement.

3.29 School staff shall limit the number of in-person visits to classroom cohorts in order to maintain the stability of the cohorts and to minimize the spread of the illness. Staff not assigned as the cohort teacher shall use virtual methods of interacting with the student cohort, where possible.

3.29.1 Unit members shall not interact in-person with more than ten percent (10%) of the stable student cohorts in one day or with three (3) stable student cohorts, whichever is greater.

Other Health and Safety Issues

Daily Cleaning and Disinfecting

3.30 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, including but not limited to desks, 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.

3.31 Daily cleaning and disinfecting as described in Section 3.30 shall be done by trained custodial personnel. Certificated unit members shall not be required to perform daily cleaning and disinfecting that falls outside the scope of the normal duties in our bargaining unit.

3.32 Upon request of the Association, the District shall provide copies of all Safety Data Sheets ("SDSs") required to be maintained by Cal-OSHA.

Regular Decontamination of Classroom Spaces

3.33 Regular decontamination of classroom spaces and staff workspaces shall be completed at least once per week. Decontamination shall be done by trained, qualified professionals. Decontamination shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors.

Air Ventilation and Filtration

3.34 The Parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. All locations with functioning windows
shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.

3.35 The District shall ensure all existing HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit.
3.35.1 HVAC air filters shall be equipped with HEPA filters and charged at the recommended intervals.

3.35.2 The parties agree on the importance of safety regarding ventilation and air filtration. The parties agree to gather information on air filtration, ventilation, HVAC, and heating systems and confer by September 15th. The parties agree to follow guidelines of local and state health departments. The District will provide information regarding equipment in each classroom and recommendations on optimal safety operations.

Health Screening, Testing, Notification, and Contact Tracing
3.36 Each school site shall have a registered School Nurse for the safety and health of all students, staff, and visitors. The School Nurse position shall be staffed on a schedule determined by the District and need not be full time. The School Nurse shall:
3.36.1 Oversee the health screening, testing, and notification of all individuals on the school campus;
3.36.4 communicate quarantine protocols; and
3.36.5 train students, staff, parents, and visitors on effective hygiene practices including but not limited to hand washing, physical distancing, and PPE usage.

3.37 The District shall ensure that all students, employees, and visitors are checked daily for symptoms associated with COVID-19 infection prior to entering school according to all guidelines in section 3.01.
3.37.1 Health screening, testing, notification, and quarantine protocols and procedures will be created prior to in-person learning occurring.
3.37.2 All students and staff will be trained on these protocols and procedures.

3.38 Staff and students with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be sent home or sent to an isolation room on site pending travel home or to a medical facility.

3.39 Upon notification that an employee or student has been infected with COVID-19, the District shall follow guidance from the Marin County Public Health Department pertaining to contact tracing. All persons who may have come in contact with the infected individual shall be notified in accordance with the guidance from the Marin Department of Public Health and the district will support those efforts as directed by that department. The District shall notify the Association President of the location(s) where the infected individual was present on the school campus during the suspected incubation/active infection period.

3.40 The District will make every effort to provide COVID-19 testing for all employees with the goal of providing on-site testing without charge to members. The Parties acknowledge the importance of testing and the fact that the availability of testing is not under the district's control. Testing shall
be arranged to minimize delays and results shall be delivered to each unit member promptly, with all relevant privacy rights preserved.

3.41 According to Education Code 43501 as amended by SB98 the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-12 (240 daily minutes), and Continuation High School (180 daily minutes) are in effect for the 2020-2021 school year.

4.0 DISTANCE LEARNING/HYBRID MODEL
Consistent with Education Code Section 43503 as amended by SB98, if as a result of the orders and guidelines issued by federal, state, or local public health officers, the District is unable to provide a safe and healthy in-person learning environment for all students as required in Sections 2.0 and 3.0, distance learning may be offered for students on either a hybrid model combining in-person learning and distance learning or a total distance learning mode of instruction.

Due to the many preparations needed in order to conduct in-person learning and the short timeline to meet the requirements of Sections 2.0 and 3.0, the District shall start the 2020-2021 school year with full distance learning for a period of time as mutually agreed upon in writing by the District and the Association, but no less than one week. During this time, the District shall procure all necessary items and equipment and provide training and preparation time for all staff, and provide training for staff, students, and parents on protocols and procedures to allow a safe return to in-person learning. The District and the Association may also by mutual agreement in writing adjust the 2020-2021 Academic Calendar to allow for a later start to the school year for students and staff.

Regardless of the District’s ability to operate in-person learning according to Sections 2.0 and 3.0, distance learning is permitted five days per week for students who are medically fragile or would be put at risk by in-person learning instruction, or who are self-quarantining because of exposure to COVID-19.

4.01 The Parties affirm that the District shall offer in-person instruction to the greatest extent possible while also maintaining a safe and healthy learning environment for all students, educators, and their families. This is done consistent with the provisions of this MOU.

Hybrid Model of Instruction

Elementary School Hybrid Model
4.02 In consultation with and in concurrence of a majority of the affected bargaining unit members of the Association, the District may adopt a plan that allows for half of the students assigned to a teacher-of-record’s class roster to attend in-person learning two days per week as part of a stable classroom cohort Group A and for the other half of the students assigned to the roster to attend in-person learning two other days per week as part of a stable classroom cohort Group B.

Middle School Hybrid Model (6-8)
4.04 In consultation with and in concurrence of a majority of the affected bargaining unit members of the Association, the District may adopt a plan that allows for students to receive part of their required days of instruction to be provided using distance learning as proscribed in Sections 4.06 through 4.16 of this MOU and part of their required days of instruction to be provided using in-person learning consistent with this MOU.
4.05 Due to the increased workload associated with providing both in-person learning and distance learning, weekly teacher preparation time shall be the equivalent of one day of minimum student instructional minutes or the total minutes of one class period per day multiplied by five (5) days per week, whichever is greater.

**Distance Learning**

4.06 All students will receive synchronous or asynchronous instruction and content five days per week either in-person or through distance learning. The lesson design and type of instruction provided shall be at the discretion of the classroom teacher.

4.06.1 All content shall be aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

4.06.2 All students will receive daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders and consistent with this MOU.

4.06.2.1 This daily live interaction shall be designed to meet the needs of students at the discretion of the classroom teacher.

4.06.2.2 If daily live interaction is not feasible as part of regular instruction, the District shall develop an alternative plan in consultation with and based on meaningful input from students, parents, and the Association.

4.07 The District shall ensure equitable access to education for all students and shall confirm and/or make provisions so that all pupils have adequate access to connectivity and technological devices to participate in the educational program and complete assigned work.

4.08 The District shall provide academic and other supports in distance learning that are designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.

4.08.1 In order to ensure equitable access to the educational program and academic and other supports, the District may choose to provide in-person learning opportunities five (5) days per week for the students described in section 4.08 so long as they are part of a stable classroom cohort for all five days while maintaining all other provisions of this MOU.

4.08.2 In order to provide equitable access to the educational program, special education and other related services, for pupils with an individualized education plan (IEP), the District shall ensure that all IEPs can be executed in a distance learning environment. If it is determined by the IEP team that a student should remain in an in-person learning environment five (5) days per week, the District shall offer in-person learning so long as the student is part of a stable classroom cohort for all five days while maintaining all other provisions of this MOU.

4.08.3 Unit members may be permitted to provide in-person learning from classrooms on a voluntary basis for students as described in section 4.08 if it is determined by the teacher and administrator that services provided by the distance learning program need augmentation.
4.08.4 Unit members may be permitted to provide distance learning from classrooms on a voluntary basis.

4.09 According to Education Code 43501 as amended by SB98 the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-8 (240 daily minutes), are in effect for the 2020-2021 school year.

4.09.1 When providing distance learning, academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level. Daily lesson plans, assessments, and instructional methodologies used shall be at the discretion of the classroom teacher.

4.09.2 When providing daily instructional minutes in a Hybrid Model, any in-person learning student schedules and any distance learning student schedules shall only require the minimum instructional minutes. The bargaining unit member workday shall remain as described in the CBA. This will permit classroom teachers more time to provide instruction to both in-person and distance learning students.

4.10 Bargaining unit members in consultation with the principal shall determine the methods for providing distance learning based on appropriate standards-based instruction, their resources, and their students’ abilities to access the curriculum. Bargaining unit members shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow-up.

4.11 Except for office hours and/or interactive instruction, bargaining unit members shall set their schedule asynchronously. Bargaining unit members are expected to work and be available during their normal contractual work hours and workdays. To provide students and parents with consistency and to avoid conflicts, office hours/interactive instruction shall be scheduled during the same times each week. Bargaining unit members shall have time each week designated to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms.

4.12 Interactive instruction should include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and provides the bargaining unit member opportunities to provide the student encouragement and feedback.

4.13 Bargaining unit members providing service in a total (non-hybrid) distance learning model may work remotely or may access and work from their assigned classroom/office workspace during regular school hours as they deem necessary unless their assigned workspace is being used to provide classroom space for a stable student cohort. Administrators will notify bargaining unit members if their regularly assigned workspace is going to be occupied to provide additional spaces for physical distancing and stable cohorts. In the event a bargaining unit member reports to a district worksite, they shall be responsible for following all safety and health requirements in Sections 2.0 and 3.0 of this MOU.
4.14 Any recording of live/synchronous virtual instruction is required to have the consent of the teacher and the principal.

4.15 The District shall provide all bargaining unit members the necessary equipment and supplies in order to provide distance learning, including but not limited to technology, laptop computers, display boards, video cameras, headphones, and any other items normally provided during in-person learning.

Distance Learning Accountability Requirements

4.16 The District shall document daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided. A pupil who does not participate in distance learning when assigned to do so shall be documented as absent by the distance learning teacher.

4.16.1 Evidence of daily student participation in distance learning shall be obtained using:

4.16.1.1 evidence of participation in online activities;

4.16.1.2 completion of regular assignments and/or assessments; and

4.16.1.3 contacts between employees of the District and pupils or parents or guardians.

4.16.2 The District shall ensure that a weekly engagement record is completed for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments.

4.16.3 The District shall develop written procedures for tiered reengagement strategies for all pupils who are absent from distance learning for more than three schooldays or 60% of the instructional days in a school week. These procedures shall require school site administrators or classified staff to make contact with the pupil’s parents or guardians pursuant to the requirements of Education Code Sections 43504(f).

4.16.4 Classroom teachers shall regularly communicate with parents and guardians regarding a pupil’s academic progress consistent with established practices and procedures for traditional in-person learning.

5.0 FAILED SUBSTITUTE COVERAGE

In-Person Learning

5.01 In the event a cohort is without a teacher or a substitute teacher during in-person learning, the school site administrator will seek volunteers from the bargaining unit not primarily assigned to teach a stable student cohort to provide in-person instruction to the cohort.

5.02 In no event shall two (2) or more stable student cohorts be combined in order to provide instruction, nor shall a single cohort be divided and separated into other cohort groups.

5.03 If no certificated bargaining unit member is available to provide substitute teaching coverage, the cohort may be instructed by an administrator until such time as a bargaining unit member or certificated substitute teacher becomes available. No classified employee shall substitute teach a student cohort during instructional time. In the event that there are no qualified certificated personnel to monitor the student cohort during instructional time, the cohort may be sent home for the remainder of the day.

Distance Learning/Hybrid Model
5.04 In the event a cohort or virtual class is without a teacher or a substitute teacher, the school site administrator will seek volunteers from the bargaining unit to provide any necessary instructional minutes to students, to provide daily live interaction, or to assist students as needed. A unit member assigned to full-time distance learning may volunteer to temporarily cover the additional workload so long as the work can still be provided within their regular workday described in the CBA.

5.05 If no certificated bargaining unit member is available to provide substitute teaching coverage, the cohort may be instructed by an administrator until such time as a bargaining unit member or certificated substitute teacher becomes available. Classified employees shall not substitute teach a cohort or virtual class but may be used to assist students already assigned work by their regular classroom teacher.

6.0 DAYS AND HOURS
In-Person Learning Unit Member Daily Start Time
6.02 Unit members shall report to work according to the bargaining unit member start time in the CBA 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 the CBA.

6.03 School site protocols will be developed to minimize interaction of bargaining unit members, staff, students, and parents prior to the daily opening of the classroom space for in-person learning.

In-Person Adjunct Duties, Committee Assignments, or Extra Duty Work
6.04 Any and all in-person adjunct duties, committee assignments, or extra-duty positions shall be cancelled unless such duties, assignments, or positions can be reasonably performed in a virtual setting.

2020-2021 Academic Calendar
6.05 The updated school calendar was approved by the Board of Trustees on July 23, 2020.

Training Days or Hours
6.06 Unless already provided for in the CBA, no more than two (2) additional Training Days or equivalent work hours shall be required by the District. Such additional days and/or hours shall be added to the unit member’s work year and compensated at the unit member’s daily rate of pay.

7.0 LEAVES
Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)
7.01 For unit member self-care:
A unit member shall use up to 10 days of available federal paid sick leave under the FFCRA if the member (1) is unable to work due to government issued 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. The District will pay a unit member’s full salary regardless of per diem pay limits in the FFCRA.

7.02 For unit members to care for others:
A unit member may use up to 10 days of 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.

Paid Leave of Absence for Unit Members At-Risk of COVID-19 Exposure
7.03 In the event a bargaining unit member is unable to return to in-person instruction because either they or someone in their household is at high risk for illness or infection associated with COVID-19, and an alternate or remote assignment is unavailable to them, such member shall be placed on paid administrative leave and continue to receive full salary and benefits without any deduction from the bargaining unit member’s accumulated sick leave. District may require a note from the member’s health care provider.

Industrial Accident Leave/Worker’s Compensation
7.04 All provisions of the CBA pertaining to Industrial Accident Leave and/or Worker’s Compensation remain in effect.

8.0 TRANSFERS AND ASSIGNMENTS
8.01 The following procedures shall apply to the assignment of distance learning remote work:
8.01.1 The District shall post and notify all bargaining unit members of remote assignment vacancies via district email. Vacancies shall also be posted on the District website. The vacancy shall contain the title and brief description of the position, the credential requirements for the position, and a closing date which is at least seven (7) calendar days following the posting date.

8.01.2 The unit member’s request for a distance learning remote work assignment must be submitted via email. The request may include the reasons for the bargaining unit member’s request, including that they are seeking the distance learning remote work assignment because either they or someone in their household is high risk for infection and illness associated with COVID-19. Such information shall not be utilized or perceived by the District as a request for a reasonable accommodation.

8.01.3 Priority for distance learning remote work assignments shall be given to those individuals who are requesting the remote work assignment because either they or someone in their household is high risk for infection or illness associated with COVID-19, in order of hire date seniority with the District.

8.01.4 If after giving priority of assignment to bargaining unit members according to Section 8.01.3, there is additional distance learning remote work available, the remaining assignments shall be filled in order of hire date seniority with the District for unit members with the appropriate credential qualifications.

10.0 PAY AND BENEFITS
10.01 While working under an in-person learning model, a hybrid model, or a total distance learning model, or during a period of total emergency school closure, bargaining unit members shall continue to receive their full compensation and benefits. If extracurricular duties can and are performed, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the CBA.
10.02 With prior approval from the principal, the District shall reimburse all bargaining unit members for reasonable costs associated with purchasing equipment, improving home internet bandwidth, or instructional materials not provided by the District directly related to providing distance learning or a hybrid learning model of instruction. Such reimbursement shall be compensated up to $500 per unit member for the 2020-2021 school year.

10.03 Any bargaining unit members that provide substitute coverage for an in-person class cohort, distance learning class, or hybrid class shall be paid their pro rata per diem hourly rate of pay for their time worked.

11.0 EVALUATION
11.01 The period of time from the start of the school year through September 30, 2020 shall not be used to evaluate bargaining unit members in order to allow time for bargaining unit members and administrators to adjust to a new model of instruction. The evaluation process shall begin on October 1, 2020, with all observations and final evaluations concluded by the designated end date in the CBA. The Parties agree to meet and discuss the evaluation process for the 2020-2021 school year as needed.

12.0 SPECIALISTS/ELECTIVES/PHYSICAL EDUCATION
12.01 Unit members that provide instruction to multiple stable student cohorts in one school day shall be provided N95 respirators due their increased interactions with students.

12.02 Any and all instruction that is possible to be provided via virtual (synchronous or asynchronous) instruction shall be used in lieu of in-person instruction.

12.03 Specialists, elective volunteers/teachers, and physical education specialists/teachers shall not interact in-person with more than three (3) stable student sub-cohorts unless mutually agreed to by program staff, specialists and administrator.

12.04 Specialists, elective volunteer/teachers, and physical education specialists/teachers shall prepare daily lesson plans based on academic content standards that provides an equivalent level of rigor as in-person learning for stable student cohorts engaged in in-person learning as well as for students engaged in distance learning or a hybrid model of instruction.

12.05 Daily work schedules shall be provided by school site administration.

12.06 Assignments that typically have large performance-based classes (band, music, drama, PE) shall only be assigned stable student cohort groups based on the in-person cohort limits in Section 3.0 of this MOU. Any in-person classroom activity that necessitates an increased behavioral risk (such as singing, playing and instrument, or close physical contact) shall be prohibited until deemed safe by public health officials without PPE, physical distancing, and cohort sizes. Alternative lessons (such as music theory, music appreciation, string or percussive instruments, physical education with distance requirements, etc.) shall be provided.

13.0 PUPIL PERSONNEL SERVICES STAFF AND OTHER STAFF NOT ASSIGNED A CLASS ROSTER
13.01 All certificated bargaining unit members not assigned as a classroom teacher and other staff working in these positions (including but not limited to counselors, librarians, speech-language
pathologists, psychologists, social workers, teachers on assignment, academic coaches, and
nurses) shall maintain all physical distancing, PPE and safety requirements in this MOU.

13.02 Staff described in Section 13.01 shall provide their services virtually wherever possible in order to
limit their total daily contacts and shall limit their daily in-person contacts to no more than the
equivalent number of students as described in Section 12.03. (For example, student contacts are
limited to three (3) student cohorts with twelve (12) student per cohort for a maximum in-person
contact of thirty-six (36) students.)

13.03 Physical distancing and PPE requirements are to be maintained in all workstations and office
settings. If physical distancing of 6 feet is not possible due to office/room size limitations, and in
order to maintain student confidentiality or privacy, alternative and effective safety devices shall
be used such as plexiglass barriers and/or face shields with neck drapes. Time spent in proximity
of less than six (6) feet between individuals shall be minimized to the extent possible and strictly
limited to no more than ten (10) minutes daily.

14.0 COVID-19 EXPOSURE AND COHORT/SCHOOL SITE CLOSURE

14.01 Staff, administrators, and students who are sick are expected to remain home and shall not be
permitted on a District site while sick.

14.02 If a staff member, administrator, student, or adult in contact with a stable student cohort tests
positive for COVID-19, the cohort will immediately be notified and placed on a fourteen (14)
day quarantine. During this period of quarantine, students will receive distance learning. The District
or site administrator will ensure that the students will have a certificated teacher providing
distance learning instruction. The bargaining unit member, if medically able to do so, shall
continue to provide instruction to the cohort during distance learning. The unit member being
quarantined will be provided at least one (1) duty free workday to plan and prepare for distance
learning.

14.03 The District will work with the Marin County Department of Public Health to ensure that all staff
and students being quarantined are given resources on how to properly quarantine and provided
access to medical professionals if illness manifests itself.

14.04 If one or more cohorts at a given time have positive cases of COVID-19 or if 5% of a school-site
population tests positive within a 14-day window the school site shall be closed. If 25% or more of
the school sites in a district are closed within a 14 day window the district shall close. Within 48
hours of school and/or District closure, the academic program shall transition to a total distance
learning model until such time as it is deemed reasonably safe to return to an in-person or hybrid
learning model.

14.05 All closed classroom spaces, worksites, rooms, school sites, or other District facilities shall be
thoroughly cleaned and disinfected prior to being re-opened for in-person learning.

14.06 The District shall communicate any all decisions about closures and re-opening to all bargaining
unit members at a school site or district wide as appropriate. Such communication shall be by
email or by telephone.
15.0 TRAINING
15.01 Consistent with federal, state, and local public health officer guidelines, all staff shall be trained in the following areas, including but not limited to:
15.01.1 Reinforcing the importance of health and safety practices and protocols;
15.01.2 Cleaning and disinfecting protocols, cleaning supplies and equipment;
15.01.3 Physical distancing requirements, personal protective equipment, and stable classroom cohort protocols;
15.01.4 Health screening protocols and procedures;
15.01.5 Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;
15.01.6 Protocols on responding to individuals with a family member or someone in close contact with a student or staff member who tests positive for COVID-19;
15.01.7 Protocols on responding to a student or staff member testing positive for COVID-19; and
15.01.8 any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with.

15.02 The District shall provide appropriate software and training for bargaining unit members required to engage with students in a virtual setting either as part of in-person learning, distance learning, or a hybrid model.

15.03 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.

16.0 ACCOMMODATION
16.01 The Parties 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 with COVID-19.

16.02 The District agrees to protect and support employees who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk by providing options such as distance learning or working remotely.

16.03 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.

16.04 The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

16.05 The District agrees to initiate in a timely manner the interactive process for employees whose medical doctor designates them as “high risk,” “vulnerable,” or equivalent terminology as related to exposure to COVID-19.
16.06 The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:

16.06.1 Providing additional or enhanced PPE;

16.06.2 Placing physical barriers to separate the vulnerable employee from staff, students, or other individuals on campus;

16.06.3 Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;

16.06.4 Moving the employee workstations; and

16.06.5 If available, transferring or reassigning the employee to a distance learning assignment or an assignment with minimal daily contacts with others.

16.07 When no reasonable accommodation can be reached, the District shall provide paid leave to bargaining unit members according to Section 7.03.

17.0 ACCESS LIMITATIONS AND ASSOCIATION RIGHTS

17.01 The District shall develop and implement a plan to minimize access to school sites, and limit non-essential visitors, facility use permits, and volunteers.

17.02 Representatives from the Association, including local Association leaders, the California Teachers Association, and the National Education Association, shall be granted access to District worksites.

18.0 GRIEVANCE AND EXPEDITED ARBITRATION

18.01 All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

19.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

19.01 The District and Association agree to meet and confer monthly during the pandemic to discuss textbooks, curricula, educational methods, standards, assessments, with the goal of evaluating the instructional models being used and to improve student learning outcomes. The Parties shall each select four (4) representatives chosen by the Superintendent and Association President or their designees to meet virtually in this consultation committee.

19.02 The Parties shall meet to consult to provide meaningful input into the “School Site-Specific Protection Plan” before the District submits this to the Marin County Office of Education, the local public health department, posts it at all District sites, and shares it with all stakeholder. All “School Site-Specific Protection Plans” shall be provided to the Association President or designee at least 24 hours prior to being posted at work sites.

19.03 The District shall prepare a “Learning Continuity and Attendance Plan” for the 2020-2021 school year in consultation with and reflecting meaningful input from students, the Association, and parents. The District shall provide a copy of the “Learning Continuity and Attendance Plan” in draft format at least 24 hours prior to adoption of the plan by the Board of Trustees.

19.04 The District shall provide all bargaining unit members at a school site with the individual’s name, cell phone number, and work email address designated as the single point of contact from each school site and/or District work location to the Marin County Public Health Department.
19.05 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.

20.0 DURATION
20.01 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.

20.02 This MOU shall expire in full without precedent on June 30, 2021 unless extended or amended by mutual written agreement of the Parties.

FOR THE ASSOCIATION:

[Signature]

Anita Collins

8/14/20

Date

FOR THE DISTRICT:

[Signature]

8/14/2020

Date
Memorandum of Understanding
Tentative Agreement

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS LAGUNITAS CHAPTER NO. 749 TO THE LAGUNITAS SCHOOL DISTRICT REGARDING RETURN IMPACTS AND EFFECTS ON THE CSEA BARGAINING UNIT

August 11, 2020

This memorandum is agreed between Lagunitas School District (District) and the California School Employees Association and its Lagunitas Chapter No. 749 (together “CSEA”) concerning the impacts and effects of resumed District operations under post-COVID 19 conditions.

The District and CSEA recognize the importance of adhering to state and county health orders put forth to support students, staff and community health. In the reopening of schools, the parties agree to the principles of fostering student learning and progress, maintaining positive, healthful learning environments, supporting emotional health of all community members, and caring for most vulnerable populations. In their commitment to these principles, the parties have worked together and developed the agreement detailed below:

Safety and Personal Protective Equipment

1. The District agrees to maintain physical distancing standards in school facilities and vehicles, including but not limited to the following concepts:

   ✓ The District shall evaluate all workspaces to ensure that employees can maintain physical distancing to the extent possible. Physical guides such as tape on floors, or signs will be implemented.

   ✓ Plan to limit the number of people in all campus spaces to the number that can be reasonably accommodated while maintaining a minimum of six (6) feet of distance between individuals, or current CDC recommended distance. All individuals, including staff, students, parents and other visitors, must wear face coverings that cover the mouth and nose consistent with public health guidance.

   ✓ To the extent possible, and as recommended by the CDC, attempt to create smaller student and educator cohorts to minimize the mixing of student groups throughout the day. Minimize movement of students and educators or staff as much as possible.

   ✓ If physical distancing between workspaces or between employees and students/visitors is not possible, the District agrees to install physical barriers to separate workspaces.

   ✓ Designate specific routes for entry and exit for each student cohort and for every staff member.
✓ Designate specific bathrooms for the use of staff.

✓ In accordance with the CDE or Marin County Public Health Department recommendations and Governor's order, the District shall require every person on site, including students, parents and visitors to properly wear a face covering:

  o While waiting to enter the school campus
  o While on school grounds (except when eating or drinking)
  o While leaving school.

2. The District shall provide sufficient protective equipment to comply with CDPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements. Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE. If the District fails to provide sufficient PPE for the day, 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. Any in-person work by the unit member will resume when sufficient PPE is available. Protective equipment includes, but is not limited to:

   a. For staff engaged in symptom screening-
      i. Physical barriers (such as a plastic partition), surgical masks, face shields with bibs, disposable gloves and no-touch thermal scan thermometers.

   b. For front office and food service-
      i. Physical barriers (such as a plastic partition)
      ii. Face coverings/face shield with bib, and disposable gloves

   c. For custodial and maintenance staff-
      i. Surface cleaning
         - Masks, gloves appropriate for all cleaning and disinfecting
      ii. Deep cleaning and disinfecting
         - Appropriate PPE for COVID-19 disinfection (disposable gown, gloves, eye protection, and mask or respirator) in addition to PPE as required by product instructions.

   d. For Instructional Assistants, RSP Assistants, Library Aide, and Student Supervision-
      i. Face coverings/face shields with bibs if participating in instruction support and disposable gloves.

3. The District agrees to install new air filters in all existing HVAC systems three times per year, adjust such HVAC systems to allow for maximum outside air intake, test all HVAC systems to ensure proper function and adequate ventilation in all areas of buildings. On any HVAC equipment replacements, the District shall move to new equipment with ratings of no lower than MERV-13.

4. The District will develop reasonable staffing plans to ensure increased frequency of routine cleaning and disinfecting.
5. The District shall ensure sufficient supplies of non-methanol hand sanitizers, soap, moisturizing lotions, hand washing stations, tissues, no-touch trash cans and paper towels. The District will provide employees with opportunities to meet handwashing frequency guidelines.

6. Signs in relevant languages will be posted by the District in visible locations throughout various worksites messages that promote everyday protective measures and describe how to stop the spread of germs (such as properly washing hands and wearing a face covering.)

7. The District agrees to maintain an updated Injury and Illness Prevention Plan (IIPP) to address unique circumstances during COVID-19 crisis, and agrees to make updates accessible to employees and parents.

8. Determine COVID-19 point person for the District, and for each work site; this person shall be a management level employee of the District who shall have authority to enforce the safety provisions of the IIPP, State and local Public Health Orders, and this MOU. The District shall inform CSEA of the initial and any subsequent changes in these point persons within 48-hours of appointment/designation by the District.

9. The District will follow Labor Code § 6403, and provide training and information to all bargaining unit employees in safety protocols, public health measures, hygiene, and sanitation to help prevent the spread of the virus. If bargaining unit members are required to undertake any COVID-19 related training in person or remotely outside of their contracted working hours, they will be paid for this time as extra-hours, or overtime as is appropriate to their regular assigned hours.

**Entry to District School/Work Sites**

1. The District agrees to develop a plan to minimize access to campus, and limit non-essential visitors, facility use permits, and volunteers.

2. The District agrees to maintain specific plans for health screenings and clear standards in accordance with CDC or Marin County Health and Human Services guidelines. Safety screenings and any necessary medical examinations are strictly limited to COVID-19 and will not be used to inquire into other medical conditions. Bargaining unit members shall not be required to respond to screening questionnaire questions that are not based on CDC recognized symptoms (i.e. fever, chills, cough, difficulty breathing, sore throat). Temperature checks and questionnaires shall be performed in a confidential manner, screening records shall be kept confidential and will be destroyed after thirty (30) calendar days. Screenings are not reason for discipline and shall be considered part of the standard workday.

3. No employee will have their accrued leave deducted if they do not pass a safety screening (temperature at or above 100.4° F, cough or other COVID-19 symptoms).
4. Before the District assigns the new task of screening students for COVID-19 symptoms, the District shall notice CSEA in writing of the proposal and detailed screening protocol, and the parties shall meet to negotiate the decision and effects. Participating bargaining unit members will be trained in screening technique prior to screening. Temperature taking and screening duties will first be offered to bargaining unit members on a voluntary basis.

**Food Service**

1. The District agrees to develop strategies to limit physical interaction during meal preparation and meal service (e.g. serving meals in classrooms, increasing meal service access points, single-service contained meals).

2. The District agrees to install physical barriers, such as sneeze guards and partitions in areas where maintaining physical distance of six feet is difficult.

3. The District agrees to modify Food Service operations in accordance with CDC recommendations for restaurants.

**Reporting Unsafe Conditions or Work Issues Related to COVID-19**

1. In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment, or work issue related to COVID-19 to the immediate supervisor and/or designated COVID-19 point person either at the site or for the District. The supervisor or designated COVID-19 point person shall, within two (2) working days, respond in writing to the employee, with simultaneous copy to CSEA, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints or to bring a grievance for violation of this agreement.

2. All employees shall have the right, without retaliation, to refuse to perform work reasonably considered to be unsafe, by notifying their supervisor in writing of such refusal and the basis therefor. Employees may be directed to complete alternate work or work under modified conditions as directed until conditions are made safe for the completion of the original assignment, provided modification sufficiently addresses safety concern(s).

**Testing and Tracing**

1. The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students and at which campus or worksite said infection was found. The District shall not be required to disclose any information which is considered private, such as personal, medical or confidential student information.
2. The District shall implement recommendations for testing and contact tracing for when any on-site person(s) have tested positive for COVID-19. The District shall institute regular COVID-19 testing for employees pursuant to public health orders or other directives and according to the schedule provided by such agencies. The District shall test staff periodically, as testing capacity permits and as practicable, seeking to test 50 percent of school employees every month, rotating testing of all staff over time.

3. If practicable, the District shall provide routine COVID testing and testing where potential exposure has occurred at no expense to bargaining unit employees.

4. CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

5. The parties recognize that the availability of COVID-19 testing is not under the District’s control and the District will make its best effort to provide testing for members as per section 2 above.

Leaves and Accommodation

1. No employee will have accrued leave deducted for taking time needed to comply with a medical professional’s recommendations, including to self-quarantine, secure one’s own health, or secure the health of one’s household during the COVID-19 crisis.

2. Due to quarantines or other COVID-19 related reasons, employees who must stay home to care for household members will not have their sick leave banks deducted.

3. When an employee is not permitted to work due to safety screening (e.g., high temperature or positive report of key symptom), the employee will be placed on paid leave status until permitted to return to work; leave shall not be subtracted from their existing leave banks.

4. When an employee is potentially exposed to coronavirus at work, the employee will either be placed on paid leave (not deducted from existing leave banks) or be allowed to work from home for 14 calendar days and will be expected to self-isolate.

5. Employees may take paid leave (not deducted from existing leave banks) to care for a household member diagnosed with COVID-19, until that household member tests negative for COVID-19 or is determined to be no longer infected by a medical doctor.

6. The District shall conform to the Governor’s Executive Order which creates a presumption that an employee who worked within fourteen days of contracting COVID-19 is presumed to have contracted the illness at work and is covered by workers compensation unless the employer rebuts the claim.
7. District will initiate the interactive process for employees whose health care provider designates them as “high risk” or “vulnerable” to COVID-19 symptoms, or who has someone in their immediate household who is high risk/vulnerable, and offer options for these at-risk employees that limit their risk to exposure, such as:

✓ Providing additional or enhanced personal protective equipment
✓ Installing physical protective barriers
✓ Allowing employee to work from home
✓ Modified job responsibilities
✓ Moving employee workstations
✓ Placing the employee on paid leave without loss of either the full salary they would have earned working and continuation of their benefits, without any deduction from their accrued sick leave.

Return Personnel

1. The District and CSEA agree that CSEA bargaining-unit employees in the classifications listed below shall be required to report to work at the agreed time at their regularly assigned site for the 2020-2021 school year:

   a. Instructional Assistant
   b. Student Supervision
   c. RSP Assistant
   d. Assistant Cook
   e. Food Services Coordinator
   f. Library Aide
   g. Custodian
   h. Bus Driver
   i. School Secretary
   j. Maintenance Worker.

2. The District and CSEA agree that CSEA bargaining-unit employees in the classifications listed below may be allowed to telecommute (work from home) until otherwise determined in order to help maintain necessary social distancing requirements for the 2020-2021 school year:

   a. Instructional Assistant
   b. RSP Assistant
   c. Library Aide
   d. School Secretary.

3. District agrees to give 48-hours’ notice prior to requesting an employee report back to their site at the start of the school year and after a period when the school is closed for distance learning. If an employee has a concern related to the change in directive, they
may utilize the process outlined above in the section in this agreement titled Reporting Unsafe Conditions or Work Issues Related to COVID-19.

Workload and Staffing Ratios
Employees will be provided an opportunity to give direct feedback to their supervisor on a daily basis regarding workload concerns and will make a good faith effort to resolve informally before escalating it to a grievance.

Work Hours

1. Any changes to unit members regular work hours will be mutually agreed upon before implementation.

2. Individual bargaining-unit staff may have different work hours from others in the same classification, to allow for staggered start and end times to the school day and additional duties related to new COVID-19 procedures such as screening.

3. In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment.

4. The parties agree to meet and further negotiate any proposed changes to bargaining unit work hours.

Duties

1. The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description and are in agreement as follows:

   a. Instructional Assistant (all programs): May be asked to take student temperatures, secure completion of in class student health surveys, and/or supervise student hand-washing/non-methanol hand sanitizer utilization for prevention of COVID-19, and report the same to the School Secretary. May be asked to help wipe down and disinfect classroom on a regular basis in order to maintain cleanliness; this does not include mopping, vacuuming, or other custodial tasks. Monitor students in isolation rooms. Assist in distribution of meals to students in classrooms. Assist in on-line instruction including real-time meetings with students via interactive technologies (District to provide technology, including computer and camera, and internet).
b. Student Supervision: May be asked to set-up and maintain isolation rooms for students who come to school exhibiting symptoms of COVID-19 or who begin to exhibit symptoms of COVID-19 after arrival at school, including maintaining overflow isolation rooms, and all amenities necessary for the wellbeing of students and staff in the isolation rooms, i.e., potable water and an isolation toilet room which will not be utilized by others. Contact students by phone, as directed. Make photocopies and learning packets to support distance learning.

c. Assistant Cook: May be asked to deliver meals to classrooms at their assigned work site.

d. Food Services Coordinator: May be asked to designate delivery instructions for boxed meals being sent to classrooms and/or for pick up at school. May be asked to deliver food (socially distanced) from the kitchen to other locations on either campus.

e. Library Aide: May be asked to deliver books from library to classrooms; track decontamination cycle and sanitize books/book cart before being sent out, and after being returned to the library. Provide library instruction in classrooms and to remote learning students, including via interactive technology. Contact students by phone, as directed.

f. RSP Assistant: May be asked to take student temperatures, secure completion of in class student health surveys, and/or supervise student hand washing/non-methanol hand sanitizer utilization for prevention of COVID-19, and report the same to the School Secretary. May be asked to help wipe down and disinfect classroom on a regular basis in order to maintain cleanliness, this does not include mopping, vacuuming, or other custodial tasks. Monitor students in isolation rooms. Assist in distribution of meals to students in classrooms. Assist in on-line instruction including real-time meetings with students via interactive technologies (District to provide technology, including computer and camera, and internet).

g. Custodian: May be asked to perform additional deep cleaning tasks associated with COVID-19 prevention, including but not limited to electrostatic/fogging (provided equipment and instruction are provided).

h. Bus Driver: May be asked to perform new COVID-19 related tasks, including temperature checks, surveys, recognition of symptoms, and maintaining social distancing on the bus. May be asked to deliver meals.

i. School Secretary: May be asked to enter data relating to daily COVID-19 student surveys and temperature check records and forwarding the same to the District Office (District Secretary/HR) as required. (The School Secretary shall not be responsible for any required reporting of COVID-19 information to State and/or County agencies, contacting parents regarding the health status of their students, including notifications regarding potential exposure to COVID-19, quarantine correspondence, tracking quarantine compliance and return to school invitations.) Making photocopies and learning packets to support distance learning.
j. Maintenance Worker: Installation and maintenance of COVID-19 related fixtures on work sites. May be asked to perform additional maintenance (with proper training) on HVAC system.

The parties agree that COVID-19 related safety tasks are to be given priority over other duties. Bargaining unit members will not be disciplined or negatively evaluated when workload from performance of these COVID-19 related duties impacts their ability to complete other, lower priority duties during their regular work shift.

2. The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA’s rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party. All temporary transfer of duties shall be negotiated.

Curtailment of Operations

In the event the District closes any facility, or any District operations are curtailed, due to COVID-19, unit members who report to a traditional worksite for duty as assigned by the District, or are directed by their supervisor to stay at home (whether or not they are working remotely), will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment due to COVID-19.

Zero Layoffs

In order to reduce fears of loss of work during the pandemic and to foster a positive and supportive work environment, the District agrees not to lay off any bargaining unit member for the period of this agreement.

Information and Further Negotiation

The District will share with CSEA all new information it receives from local health authorities about COVID-19 epidemic. The District will inform CSEA, in writing, prior to any changes in operations and will negotiate effects on terms and conditions of employment, including occupational health and safety.

Compliance with further governmental orders

The parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining unit employees, and will bargain as needed over the effects of such further directives.
Duration of Agreement

This agreement shall remain in effect through June 30, 2021 or until the parties mutually agree to terminate the agreement whichever comes first. Parties will meet and confer monthly at a mutually agreeable time do discuss the duration of the agreement.

Violations of Agreement

Any alleged violation, misinterpretation, or misapplication of the terms of this MOU (except the “Duties” provisions 1.a. through j.) shall be subject to expedited dispute resolution owing to the life safety threat posed by COVID-19 by moving directly to Article 16.B of the CBA, grievance taken to Superintendent/Designee, and if unresolved shall proceed as follows:

- The definition of a grievant: Only CSEA can be the grievant, not an employee.
- The definition of a grievance: A “grievance” does not require CSEA to be “adversely affected” in order for a grievance to be filed regarding an alleged violation, misapplication or misinterpretation of a provision of this Agreement.
- After attempting to resolve the grievance through an informal grievance resolution meeting between CSEA and the District, if the grievance is not resolved, CSEA may move the grievance immediately to advisory arbitration.
- CSEA and the District agree that any alleged violation, misinterpretation, or misapplication of the terms of this MOU is time sensitive and therefore shall be resolved in expedited arbitration before an arbitrator mutually agreed upon by CSEA and the District.
- Arbitration shall be scheduled within twenty (20) working days once the request for arbitration has been submitted, unless a different timeline is mutually agreed upon by CSEA and the District or unless an arbitrator is unavailable. Parties will make their best effort to secure the services of an arbitrator as soon as possible.
- The advisory opinion of the arbitrator can only be overturned by a supermajority (4/5) vote of the Board of Trustees, who shall have no more than seven calendar days to consider the opinion and vote; in the event the Board of Trustees fails to act within seven calendar days, the advisory opinion shall become final.
Any alleged violation, misinterpretation, or misapplication of the terms of Duties provision 1.a. through j. of this MOU shall proceed pursuant to the terms of Article 16, Grievances, of the collective bargaining agreement and will not be subject to expedited dispute resolution/arbitration.

Dated: August 11, 2020
By: [Signature]
For District

Dated: 8/11/2020
By: [Signature]
For District

Dated: 8/11/2020
By: [Signature]
For California School Employees Association

Dated: 8/19/2020
By: [Signature]
For California School Employees Association