

**MEMORANDUM OF UNDERSTANDING:
Transition from Distance Learning to Hybrid Learning**

**between the
Fullerton Joint Union High School District
and the
Fullerton Secondary Teachers Organization**

September 25, 2020

This Memorandum of Understanding (“MOU”), entered into by the Fullerton Joint Union High School District (“District”) and the Fullerton Secondary Teachers Organization (“FSTO”), communicates the plan for the transition from distance learning to that of a hybrid schedule, once permitted by state, county and public health care agencies. This MOU will remain in effect through the duration of the 2020-21 school year, or until such time(s) that the District is permitted to return to a traditional schedule or is directed to return to distance learning by the state, county and public health care agencies. In the event that the District is directed to return to distance learning, the MOU, dated July 29, 2020 will again become effective until such time the District is permitted to return to a hybrid or traditional schedule.

To these ends, the District and FSTO agree as follows:

1. Instructional Program

It is the intent of the District and FSTO to return to a traditional instructional program as soon as permitted by the California Department of Public Health (CDPH). It is anticipated that the return to a traditional instructional program will occur in phases and may include distance learning and hybrid instruction. The 2020-2021 school year has been initiated through a distance learning model, as agreed upon in the MOU dated July 29, 2020, and will remain in effect until such time that state, local and public health care agencies permit the District to transition into hybrid and traditional models.

During hybrid learning, synchronous activities shall be the expectation for class instruction. Bargaining unit members shall provide daily, period by period interactive learning activities based upon appropriate standard-based instruction and utilizing interactive tools (such as stand-alone interactive remote cameras, audio, digital apps, etc.) in both the traditional and the virtual classroom setting. Asynchronous activities may be utilized in support of synchronous learning. Unit members shall remain interactively accessible throughout each 48 minute learning period (40 minute learning period for La Vista and La Sierra-Opportunity). Bargaining unit members shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner (within 24 hours, weekends and

holidays excluded), and supporting the needs of diverse learners. This includes building rapport and connections with students, regularly monitoring student attendance, participation and work completion, posting grades weekly, providing students feedback, contacting parents and guardians to inform them of attendance, participation and academic issues, and reporting student absenteeism and non-participation to the site administration for additional support, outreach and follow up as necessary.

The parties recognize the need to maintain consistency, as much as possible, in the delivery of instruction in-order-to minimize the disruption to staff and students when transitioning through the different instructional models.

2. Reasonable Notice Prior to Transitions in the Instructional Program

Staff and students will be afforded sufficient communication and time to transition from one instructional model to another (i.e. distance, hybrid and traditional); staff and students will be given a minimum of one (1) week and maximum of two (2) weeks notice prior to transitioning between instructional models, except under emergency circumstances.

3. Health and Safety Measures

The District will provide information and training to its employees in public health and safety measures, enhanced cleaning and hygiene to help prevent the spread of COVID-19 and will ensure, to the extent practicable, that its facilities have the necessary supplies for preventive sanitation measures (e.g. gloves, facemasks, hand soap, hand sanitizer, and disinfectant).

The District shall ensure all students, employees, and visitors are passively and actively screened for symptoms daily prior to entering school, including temperature checks.

Onsite COVID-19 testing, at no cost to employees, will be provided to all staff members prior to transitioning from distance learning to hybrid learning. Thereafter, all staff members will be tested, at no cost to employees, once every 60 days or until such time that the District receives alternative guidance from the CDPH, OCHCA and CDC or is permitted to return to a traditional instructional model.

The District shall comply with all directives set forth in any orders regarding K-12 public schools issued by the Orange County Health Care Agency (“OCHCA”) and the California Department of Health in response to the coronavirus pandemic. The foregoing commitment will include the cleaning and sanitizing of facilities and equipment necessary to comply with such orders and directives, including those protocols established in the District and Site Plans to Reopen Schools. (See Appendix A) Further, the District will provide all personal protective equipment (commonly referred to as “PPE”) to unit members (e.g. face coverings, hand

sanitizer etc.) necessary to comply with such orders and directives. Hand sanitizer with a minimum 62% alcohol will be available in all classrooms and work areas. Unit members and administrators shall also be responsible for following such orders and directives including any physical distancing requirements (currently six feet, when practicable). A minimum of six (6) feet separation shall be maintained between the member and students in a classroom setting. Upon notification that an individual has been infected with COVID-19, the District shall initiate contact tracing procedures as directed by the OCHCA and contained in the District and Site Safety Plans. The District shall notify the Association of the location(s) where the infected individual was present on the district premises during the suspected incubation/active infection period.

The District shall ensure minimum physical distancing of six (6) feet between member workspaces and student workspaces. The District will also ensure physical distancing of six (6) feet between unit members' workspaces. In the event that a member is in temporary need of a larger workspace (ex counseling appointments) every effort will be made to accommodate them.

In the event the District requires in-person staff meetings, professional development, or other activities, the District will ensure a minimum of six (6) feet of physical distance between all employees for the duration of the meeting and for entering/leaving the meeting.

The District shall require the use of properly worn facial coverings ("masks"). Individuals who cannot wear a mask because of a documented health issue shall, instead, be required to wear a face shield and neck drape (tucked into the shirt). Masks and face shields may not be required for children age two and under, if on a campus, or for students with medical apparatus which prevents or obstructs the use of the apparatus. Unit members working closely with students and staff without masks, or showing symptoms will be provided with an N95 type mask.

The District shall ensure that all classrooms, restrooms, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, touch screens, white boards, and other high touch fixtures, using a disinfectant on the EPA List N. In addition, the District will provide each classroom with proper cleaning supplies so that each student workstation can be cleaned between classes. Certificated employees will not be directed to perform Classified duties. HVAC systems will be maintained to provide filtration and air flow as described in most recent CDPH COVID-19 INDUSTRY GUIDANCE: Schools and School Based Programs.

The District will not require unit members to supervise students entering and exiting the campus and/or during break and lunch periods.

4. Compensation and Leaves

The District shall apply leaves consistent with the Collective Bargaining Agreement. In addition to the foregoing, unit members shall have access to any additional leave for which they are eligible pursuant to any modifications to state and/or federal leaves recently enacted to address the coronavirus pandemic (e.g. Families First Coronavirus Response Act (FFCRA)).

With the necessary and appropriate documentation, a unit member will be allowed to continue to work remotely during hybrid learning through the Interactive Meeting process. Members required to quarantine will work, if able, remotely without loss of pay, sick time, or any available leaves.

5. Governmental Orders

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

6. Evaluations

Evaluations will not begin sooner than the completion of the first quarter. Every effort will be made to ensure that evaluations will be based upon observation of in-class instruction; however, distance learning may be included as part of the evaluative process in the event that in-class instruction is not possible.

7. Term

This MOU is a temporary agreement to address the extraordinary circumstances created by the novel coronavirus (COVID-19) pandemic. It does not create any precedents nor establish the status quo for future bargaining purposes. This MOU shall remain in effect until either the end of the day on June 30, 2021, or the lifting of the statewide State of Emergency declared on March 4, 2020 in response to the coronavirus outbreak, whichever comes first. The parties may reopen this MOU to negotiate evolving situations or other conditions not addressed in this MOU related to effects on unit members because of COVID-19.

Edward D. Atkinson, Ed.D. Date
Assistant Superintendent

Angie Cencak Date
FSTO President

Mike Reid Date
FSTO Negotiation Lead

James Rogers Date
NOCUT/CTA Labor Representative

Hybrid Bell Schedule (Monday-Friday)

Monday & Thursday: Cohort A In-Person/Cohorts B & C from Home
 Tuesday & Friday: Cohort B In-Person/Cohorts A & C from Home
 Wednesday: Cohorts A, B & C from Home

Period	Start Time		End Time		Minutes
Period 0	6:51 AM	-	7:39 AM	-	48
Passing	7:39 AM	-	7:47 AM	-	8
Period 1	7:47 AM	-	8:35 AM	-	48
Passing	8:35 AM	-	8:43 AM	-	8
Period 2	8:43 AM	-	9:31 AM	-	48
Passing	9:31 AM	-	9:39 AM	-	8
Period 3	9:39 AM	-	10:27 AM	-	48
Break	10:27 AM	-	10:42 AM	-	15
Passing	10:42 AM	-	10:50 AM	-	8
Period 4	10:50 AM	-	11:38 AM	-	48
Passing	11:38 AM	-	11:46 AM	-	8
Period 5	11:46 AM	-	12:34 PM	-	48
Passing	12:34 PM	-	12:42 PM	-	8
Period 6	12:42 PM	-	1:30 PM	-	48
Lunch	1:30 PM	-	2:00 PM	-	30
Student Support	2:00 PM	-	2:30 PM	-	30
Teacher Preparation	2:30 PM	-	3:00 PM	-	30

La Vista & La Sierra Opportunity Hybrid Bell Schedule (Monday-Friday)

Monday & Thursday: Cohort A In-Person/Cohorts B & C from Home

Tuesday & Friday: Cohort B In-Person/Cohorts A & C from Home

Wednesday: Cohorts A, B & C from Home

Period	Start Time		End Time		Minutes
Period 1	7:47 AM	-	8:27 AM	-	40
Passing	8:27 AM	-	8:32 AM	-	5
Period 2	8:32 AM	-	9:12 AM	-	40
Passing	9:12 AM	-	9:17 AM	-	5
Period 3	9:17 AM	-	9:57 AM	-	40
Break	9:57 AM	-	10:12 AM	-	15
Passing	10:12 AM	-	10:17 AM	-	5
Period 4	10:17 AM	-	10:57 AM	-	40
Passing	10:57 AM	-	11:02 AM	-	5
Period 5	11:02 AM	-	11:42 AM	-	40
Passing	11:42 AM	-	11:47 AM	-	5
Period 6	11:47 AM	-	12:27 PM	-	40
Lunch	12:27 PM	-	12:57 PM	-	30
Passing	12:57 PM	-	1:02 PM	-	5
Period 7	1:02 PM	-	1:42 PM	-	40
Passing	1:42 Pm	-	1:47 PM	-	5
Period 8	1:47 PM	-	2:27 PM	-	40
Student Support	2:27 PM	-	2:57 PM	-	30

Kate Waller Barrett: Same as Comprehensive Schedule

Adult Transition: 9:00 AM - 2:00 PM

Independent Study Teacher Hours: 8:00 AM - 3:00 PM or 9:00 AM - 4:00 PM

All LV & LS OPP teachers have two (2) 40 minute conference periods, totaling 80 minutes. Student enrollment is fixed, with maximum projections of approximately 200 students per cohort. These students are divided into early and late-start schedules to accommodate transportation. The maximum number of students eating on campus is projected at approximately 100.