

**MEMORANDUM OF UNDERSTANDING BETWEEN
SAN FRANCISCO UNIFIED SCHOOL DISTRICT AND
UNITED EDUCATORS OF SAN FRANCISCO
REGARDING REOPENING TO IN-PERSON/HYBRID-DISTANCE LEARNING
TENTATIVE AGREEMENT**

March 5, 2021

The parties affirm the Memorandum of Understanding with All Unions Regarding Health and Safety Standards dated February 6, 2021 (“HS MOU”). This memorandum is incorporated herein by reference as it applies to a return to in-person instruction. This MOU is intended to address specific concerns for UESF unit members in addition to the provisions found in the February 6, 2021 MOU.

The parties also affirm the memorandum of understanding previously negotiated and executed by the parties on August 6, 2020 regarding crisis distance learning. This memorandum is incorporated herein by reference insofar as it applies to a return to in-person instruction or continuing distance learning for students not returning to an in-person setting. If any provision contained in this MOU conflicts with any provision in the August 6, 2020, MOU, the January 21, 2021 Remote Worksite Sideletter, or the collective bargaining agreement, the provision contained in this MOU shall govern and control.

1. **Definitions.** For the purposes of this Agreement, the following definitions will apply:
 - a. “Hybrid learning” means any combination of in-person and distance learning.
 - b. “Distance learning” means the provision of synchronous and asynchronous instruction as defined in Section 2 of the August 6, 2020 MOU.
 - c. “IEP” means an Individualized Education Program providing special education services to a student.
 - d. “ELP” means an Emergency Learning Plan.
 - e. “CDPH” refers to the California Department of Public Health.
 - f. “SFDPH” refers to the San Francisco Department of Public Health.
 - g. “CDE” refers to the California Department of Education.
 - h. “SDC” refers to Special Day Class.

2. **In-Person-Only and Hybrid Learning.**
 - a. *Early Education Department (EED)* EED students will remain in distance learning until: (i) the conditions in the HS MOU have been met, (ii) their site is selected by the District to offer in-person-only learning or distance-only learning,

and (iii) the students have been selected by the District for in-person-only learning.

- b. ***TK-5 Classes and SDC.*** TK-5 students and all SDC students, will remain in distance learning until: (i) the conditions in the HS MOU have been met, and (ii) their site is selected by the District to offer a choice between hybrid learning and distance-only learning.
 - c. ***Switches Between Learning Options.*** Parents/Guardians may elect to switch their student from hybrid learning to distance-only learning, provided that staffing and space are available to accommodate the student. Parents/Guardians of EED students may elect to begin sending their students for in-person learning at any time after in-person instruction resumes provided that staffing and space are available to accommodate the student. Parents/Guardians of TK-5 students and all special day class students may elect to switch their student from distance-only learning to hybrid learning, provided that staffing and space are available to accommodate the student. Teachers will be notified of any switches at least four (4) working days in advance of the effective date.
 - d. ***Students Not Covered.*** Students not covered by sections 2.a. or 2.b. of this MOU, including, but not limited to, students in grades 6-12 (except special day class students in grades 6-13 and county schools), will remain in distance learning until the parties have reached an agreement regarding the impacts of offering hybrid learning or other forms of in-person instruction to these students.
 - e. ***Return to Distance-Only Learning.*** Students in hybrid learning or in-person-only learning will return to distance learning if required by CDPH or SFDPH.
3. **EED Classes.** The number of EED students selected by the District for in-person-only learning will be based on the staffing and space available at the site. Each in-person-only class will consist of no more than sixteen (16) individuals (counting both students and adults) and will follow the schedule for the site that existed before the pandemic. The starting and ending times of the day for Early Education Schools may vary from school to school, provided that the work day will not exceed seven and one-half (7 ½) hours, exclusive of the duty-free lunch period.
4. **TK-5 Class and Special Day Class Schedules.**

Descriptions of student instructional schedules provided in this paragraph and attached as Appendix A to this MOU are the schedules resulting from the consultation process.

- a. Instructional Day Schedules.
 - i. Schedule A: Schedule for TK-5 teachers with one (1) in-person stable group.
 - ii. Schedule B: Schedule for TK-5 teachers with two (2) in-person stable groups.

- iii. Schedule C: Schedule for SDC teachers.
 - iv. Schedule for EED teachers.
- b. Impacts of Instructional Day Schedules.
- i. Distance learning instruction shall not commence before 7:45 a.m. on any schedule. In-person instruction shall not commence before 8:30 a.m. or later than 9:30 a.m. on any schedule. In order to accomplish this, bell schedules will need to be changed District-wide; the parties acknowledge that the start time at particular sites cannot be determined at this time.
 - ii. Unit members providing instruction on Schedule A or B may, in consultation with the site UBC and approval of their site administrators according to the CBA, may reconfigure the blocks on the schedule beginning with lunch, and continuing through preparation time, in-person and distance instruction until the end of the day on Wednesdays.
 - iii. Teachers shall continue to provide instruction to students who have been on their class roster for the 2020-2021 school year provided however that when students whose parents/guardians have elected for them to receive in-person instruction cannot be grouped into a single stable group without exceeding the stable group size limit in paragraph 4.c. of this MOU, the excess in-person students in the teacher's class may be reassigned to other teachers in the same grade level at the same site to enable the teacher to provide instruction on Schedule A.
 - iv. If necessary to meet health and safety requirements, one or more grade levels at a school site may be relocated to another school site.
 - v. Class sizes will comply with social distancing guidelines in section 16 of this MOU and with Article 9 of the CBA.
 - vi. Mild/Moderate SDC classes will follow Schedule A to the greatest extent possible. The parties recognize that Schedule A for mild/moderate SDC classes may require students to receive synchronous distance instruction in the afternoon to meet IEP requirements.
- c. **Hybrid Groups.** Hybrid stable groups will consist of no more than the total number of individuals that allows for physical distance as provided for in section 16 of this MOU and with Article 9 of the CBA. Students (except those with an IEP that requires the student to be in both a special day class and a general education classroom) in a stable group will not physically interact with students in other groups.
- d. **Distance Instruction.** Except for students with IEPs/ELPs which may require a higher number of minutes, distance instruction may consist of any combination of synchronous and asynchronous instruction determined by the teacher, provided that students in distance learning will receive at least one hundred and twenty (120) minutes per day of live synchronous interaction per student from the teacher of record on every day except Wednesday. On Wednesdays, at least 30 minutes of live synchronous interaction shall be provided to each student by itinerant educators in addition to the 90 minutes provided to each student by the teacher of record.

- e. **Preparation Time.** TK-5 teachers and special day class teachers at sites where hybrid learning is offered will be provided with daily preparation time as provided in the schedules referred to above (i.e. 15 minutes during transitions during the work day from distance to in-person instruction plus at least 135 minutes on Wednesdays for TK-5 teachers, excluding SDC teachers; and 90 minutes per day for SDC teachers at all grade levels). This section supersedes section 7.2.8.1.3 of the certificated CBA.
- f. **Working Remotely.** On Wednesdays, unit members will have the option of remaining on site or leaving their site following dismissal of their in-person stable group and working remotely off-site for the remainder of the day as follows:
 - i. Unit members may remain on site by returning to their classroom for prep time, understanding that students and another adult(s) may be present, and will not be assigned student supervision duties during this time, except in cases of an emergency.
 - ii. Unit members may elect to work remotely at a District provided site in a work space that complies with the safety measures agreed to by the Parties. Unit members shall receive compensation for mileage (according to standard procedure) incurred for traveling to the remote work site.
 - iii. Unit members may elect to work remotely at a non-district location of their choosing (e.g., home). Mileage incurred for this travel will not be reimbursed.

5. **Paraeducators and Substitute Paraeducators.**

- a. **Stable Groups.** Special Education paraeducators/substitute paraeducators, if assigned to work in-person, will be assigned to provide in-person services consistent with public health guidelines and in accordance with student IEPs. The District will limit the number of in-person stable group assignments for such unit members to no more than three (3) stable groups per day and may interact with no more than six (6) stable groups per week. Such paraeducators may be assigned to work virtually during their contractual work day and hours in order to promote maintenance of in-person stable groups.
- b. **Paraeducators Not Assigned to Stable Groups.** Paraeducators and substitute paraeducators, including but not limited to R and T series paraeducators who are not assigned to stable groups, shall limit their in-person contact with individuals and shall provide their services virtually wherever possible.
- c. **Meetings.** Paraeducators, as part of their work week, shall be provided with at least one (1) hour per week to attend meetings that relate directly to the needs of the students with whom they are assigned to work, including, but not limited to,

planning meetings with teachers, as long as IEP minutes required to be provided to students by the paraeducator can still be met.

- d. ***Temporary Transfer.*** In order to meet the educational requirements of students, paraeducators may be temporarily transferred from an assignment at a closed school or work site to an assignment at an open school site or work site. A transfer under this provision shall only remain in effect for the duration of this MOU. Any unit member transferred during the term of this MOU shall have the right to return to their previous school site or work location starting with the 2021-2022 school year, or upon the termination of this MOU, whichever occurs first.

6. **Substitute Teachers**

- a. ***Hybrid Teaching.*** In order to maintain stable groups in sections 3 and 4. e of this MOU, substitute teachers may volunteer to be assigned as a co-teacher to a stable group when the teacher of record is granted an accommodation (section 11) to work remotely. Substitute teachers serving in this capacity would be paid at the applicable substitute rate of pay as specified in the CBA. If necessary, to allow continuity of service to students in a stable group, the District will seek any and all applicable permits and waivers to allow substitute teachers to continue working beyond any daily limits found in the unit member's substitute permit or work authorization.

7. **Unit Members Assigned to Teach Special Education.**

a. ***PreK-5 Resource Specialists (RSP).***

- i. In order to minimize the number of adults interacting in-person with stable groups, unit members serving in the capacity of a PreK-5 RSP teacher shall provide special education services for students on their caseload through a pull-out model or virtual model of instruction, unless a student's IEP requires push-in instruction. In such circumstances, the RSP teacher shall provide such instruction via a push-in model which complies with the IEP and public health guidelines.
- ii. PreK-5 RSP teachers shall provide in-person instruction to students from one in-person stable group at a time so that students from different in-person stable groups are not interacting together.
- iii. Once a PreK-5 RSP teacher at an open school site has had the opportunity to be vaccinated, and if students' IEPs/ELPs require group instruction or interaction across stable groups, a PreK-5 RSP teacher may provide in-person group instruction to students in a pull-out model with students as needed.

- iv. PreK-5 RSP unit members' workstations shall be set up to maintain physical distancing according to section 16 of this MOU. If not able to maintain physical distance, or if for instructional reasons maintaining physical distance is not possible, the unit members' workstations shall be equipped with plexiglass barriers and unit members shall be provided additional face coverings or PPE upon request.
- v. Student workstations and all high-touch areas and equipment shall be cleaned between working with students from one stable group to another. Unit members shall be provided appropriate cleaning supplies to clean work stations after use.
- vi. PreK-5 RSP unit members may provide special education assessments in-person at their open school site so long as doing so complies with the Agreement dated February 16, 2021 regarding Special Education Assessment Centers, and the HS MOU.
- vii. PreK-5 RSP unit members may provide instruction in outside workspaces, where practicable.

b. ***Special Day Class Teachers (SDC)***

- i. ***Supplies.*** To the best of the District's ability, upon SDC teacher request, the District will provide supplies and materials in order to begin in-person instruction. SDC classrooms shall be equipped with all necessary equipment to minimize the need to share instructional materials and supplies.
- ii. ***Number of People in Stable Groups.*** Students receiving in-person instruction in SDC classrooms shall operate as a stable group. The class size goals in sections 9.5.7 et. seq. of the certificated CBA continue to apply. The number of adults permitted to interact in-person with the SDC classroom stable group shall be limited so that the adults shall maintain 6 feet of distance, according to section 16 of this MOU, while performing their job duties.
- iii. SDC teachers shall continue their practice of providing instruction directly to groups of students and through supervision of paraeducators serving other groups of students. This includes the teacher of record and paraeducator(s) providing both in-person and distance instruction throughout the school day, but does not include concurrent instruction (teaching in-person and synchronously at the same time). SDC students in distance learning will receive at least one hundred and twenty (120) minutes per day of live synchronous interaction from the teacher of record and paraeducators under the teacher's supervision.

SDC teachers on Schedule C in the below identified bands shall upon request, be provided with either a substitute teacher to serve as a co-teacher for the class, or an additional paraeducator, unless no substitute teacher or paraeducator is available from the current pool.

Mild/Moderate

| <u>In-Person</u> | <u>Distance</u> |
|-------------------------|------------------------|
| <u>0</u> | <u>12</u> |
| <u>1</u> | <u>11</u> |
| <u>2</u> | <u>10</u> |
| <u>3</u> | <u>9</u> |
| <u>4</u> | <u>8</u> |
| <u>5</u> | <u>7</u> |
| <u>6</u> | <u>6</u> |
| <u>7</u> | <u>5</u> |
| <u>8</u> | <u>4</u> |
| <u>9</u> | <u>3</u> |
| <u>10</u> | <u>2</u> |
| <u>11</u> | <u>1</u> |
| <u>12</u> | <u>0</u> |

Mod/Severe

| <u>In-Person</u> | <u>Distance</u> |
|-------------------------|------------------------|
| <u>0</u> | <u>10</u> |
| <u>1</u> | <u>9</u> |
| <u>2</u> | <u>8</u> |
| <u>3</u> | <u>7</u> |
| <u>4</u> | <u>6</u> |
| <u>5</u> | <u>5</u> |
| <u>6</u> | <u>4</u> |
| <u>7</u> | <u>3</u> |
| <u>8</u> | <u>2</u> |
| <u>9</u> | <u>1</u> |
| <u>10</u> | <u>0</u> |

c. ***Mainstreaming of Students.***

- i. ***Mainstreaming of Students.*** Inclusion of students with disabilities with their general education peers shall be provided virtually, where appropriate based on the needs of the student as determined by the IEP team.
- ii. ***Mainstreaming of Students EED.*** If done consistent with public health guidelines, EED students with IEPs may interact in-person or virtually with students in general education stable groups.

d. ***IEP/ELP/Special Education Documents Preparation Time and Meetings.***

- i. IEP meetings, and other required meetings, shall be held virtually.
 - ii. Due to the changes in how students will receive their special education services, and the need to update IEPs/ELPs, and to coordinate in-person services with paraeducators, unit members in this category shall not be required to attend meetings the 4 workdays prior to starting in-person services so they will be able to update IEPs, ELPs, and related documents as needed.
 - iii. In order to expedite the return to in-person learning and to remain compliant with timelines, certificated unit members in this category may request, and their site administrator may approve, substitute days or classroom coverage to complete federally mandated assessments, reports, or paperwork.
 - iv. Paraeducators who are required by their supervisor to participate in IEP meetings that take place after their normal work hours shall be paid their hourly rate of pay for their participation.
 - v. In-person master schedules, pursuant to the process described in Article 23.3.7 of the certificated contract, shall give first priority to services for students with the highest needs: students with IEPs, students with 504 plans, and students who receive Tier 3 and Tier 2 interventions and supports.
- e. The parties recognize and agree that student IEP minutes may not be reduced except in accordance with the IDEA and with Parent/Guardian agreement. Administrators, Special Education staff, and teachers shall engage with site teams, which may include a paraeducator, student support professionals, counselor, psychologist, nurse, education specialists, and related services providers, to collaboratively develop and implement schedules using existing staff and resources to provide support and services to students as required by their IEP.

8. **Psychologists, Counselors, Social Workers, Nurses, Teachers and Paraeducators on Special Assignment, Teacher Librarians, Behavior Analysts, and Itinerant Unit Members**

- a. ***Provide In-Person & Virtual Services.*** If the work sites or workstations of unit members identified in this section do not allow for the safety measures (physical distance, etc.) to be adhered to, the unit member may be permitted to work remotely or shall be provided a work site or workstation that complies with the safety measures agreed to by the Parties. Unit members identified in this section, shall limit their in-person contact with individuals and may be assigned to work virtually with other stable groups during their contractual work day and hours in order to promote maintenance of in-person stable groups.
- b. ***Itinerant Teachers/Centrally Assigned Unit Members.*** Itinerant teachers/centrally-assigned unit members shall provide in-person services consistent with public health guidelines, unless it is appropriate to provide such services virtually in order to promote the maintenance of stable groups.
- c. ***Unit Member Workstations.*** Unit members who need to see individual or small groups of students shall have a workstation that has plexiglass barriers between the unit member workstation and the student workstation(s), unless such a barrier is not feasible based on a student's IEP. Unit members shall be provided appropriate cleaning supplies to clean work stations after use.
- d. ***Teacher Librarians.*** School libraries shall remain closed to in-person students. Teacher librarians shall work in person at school sites and may provide books to students and classrooms by delivering books and materials in such a manner as to maintain the stability of in-person stable groups. Any returned materials shall be cleaned prior to being placed back in circulation. The library shall be closed to in-person meetings, unless cleaned after each use.
- e. ***Nurses.***
 - i. The Parties recognize the immediate public health need for COVID-19 mitigation services and recognize the increased workload this provides to nurses. COVID-19 mitigation efforts, either in-person or virtually, may include duties applicable to nurses in the medical profession such as administering COVID-19 vaccines, administering COVID-19 tests at District sites, engaging in contact tracing, conducting health assessments of individuals at District sites, and monitoring and caring for individuals exhibiting symptoms consistent with COVID-19 at District sites.
 - ii. The District shall seek volunteers from the nurses when seeking to assign COVID-19 mitigation work to nurses. If an insufficient number of volunteers exists, nurses may be assigned, in reverse seniority (starting with the most current hire date), to engage in COVID-19 mitigation efforts.

- iii. Nurses assigned to COVID-19 mitigation efforts shall work with their site administrator(s) or central supervisor(s) to identify current job duties that can be set-aside and removed from their workload for the duration of this MOU.
- iv. When engaging in COVID-19 related duties in this section, nurses shall be provided with medical-grade PPE as similarly provided to nurses in a professional medical or public health setting engaging in similar COVID-19 treatment and care.
- v. The District shall make every effort to coordinate with SFDPH to provide medical personnel to assist District nurses with COVID-19 mitigation efforts.
- vi. **Temporary Transfer.** In order to provide COVID-19 mitigation services at open school sites, nurses may be temporarily transferred from an assignment at a closed school or work site to an assignment at an open school site or worksite. A transfer under this provision shall only remain in effect for the duration of this MOU. Any unit member transferred during the term of this MOU shall have the right to return to their previous school site or work location starting with the 2021-2022 school year, or upon the termination of this MOU, whichever occurs first.

9. **Out-of-School Time Program (OST)**

- a. **Program at Open Schools.** The District shall make every attempt to offer Out-of-School programs for students at open school sites with an existing OST program to enhance their social-emotional health, to provide necessary supervision for students outside of their in-person school day, and to help reduce learning loss caused by the pandemic. Students may only attend OST programs offered at school sites in which they attend during the regular school day. Substitute paraeducators and substitute teachers may volunteer to serve in an available assignment in an OST classroom and be paid their regular hourly rate of pay only if there are not enough OST teachers and paraeducators to staff all OST classrooms.
 - b. **Stable Groups.** Students shall be placed into stable groups during the Out-of-School Program time and shall maintain all safety requirements. The stable group shall maintain the size as stated in section 4.c. of this MOU but is separate and distinct from the student's stable group during their regular in-person/hybrid school day.
10. **Unit Members Assigned COVID-19 Duties.** Unit members assigned duties related to COVID-19 health screening and contact tracing shall work with their site administrator or supervisor to identify current job duties that can be set aside and removed from their workload for the duration of this MOU.

11. **Accommodations**

- a. **Remote Work.** Unit members who belong to a group that is at increased risk for severe illness from COVID-19, or who cannot safely distance from household contacts who belong to a group at increased risk will be allowed to work remotely without loss of compensation. Unit members regularly assigned to teach TK-5 and SDC who receive remote work accommodations will retain overall responsibility for their class (e.g., lesson plans, assignments, distance instruction, grades, parent conferences, etc.). For such unit members, a substitute teacher will be assigned to provide in-person instruction or to supervise and assist students in the classroom while the teacher of record provides live, virtual instruction.
- b. **EED Unit Members.** If the number of unit members at an EED site who are working in-person is insufficient to serve the number of students who have been selected for in-person-only learning at the site, unit members at the site who are working remotely under section 5.a. of this MOU may be required to switch assignments with unit members in other classrooms or at other EED sites. The District will seek volunteers from other classrooms or EED sites for the switch. If the number of unit members who volunteer is insufficient to provide coverage for unit members who are working remotely under section 5.a. of this MOU, additional unit members from other classrooms or EED sites may be required to switch assignments in reverse order of seniority until a sufficient number of unit members have been switched. Unit members who have been switched will return to their previous assignment for the 2021-2022 school year.

12. **Preparation for Hybrid Instruction.**

- a. **Notice of Return.** Unit members will be provided with at least two (2) weeks notice in writing of the date for the start of hybrid or in-person-only instruction at their site.
- b. **Classroom Access.** Teachers will be granted access to their classroom beginning at least two (2) weeks before the start of hybrid or in-person-only instruction at their site.
- c. **Teacher Work Days.** Teachers will be provided with at least four (4) teacher work days, to be designated by the District before the start of hybrid or in-person-only instruction at their site to prepare. Teachers shall conduct a brief morning check-in with students that meets the requirements of daily live instruction in accordance with SB 98. Students shall be assigned asynchronous lessons to be completed during the four (4) work days. Asynchronous lessons for these work days shall be provided to teachers by Curriculum and Instruction.

13. **Training.** Before the start of hybrid learning, and before unit members are allowed on District premises, unit members, during the unit member's contractual work hours, will be trained on:

- a. physical distancing guidelines and their importance;
 - b. COVID-19 symptoms, how COVID-19 is spread, and how to prevent the spread of the disease;
 - c. how to properly use personal protective equipment;
 - d. how to respond to students who struggle to wear a face covering or follow other health and safety protocols or are engaging in other behaviors that are unsafe for preventing the spread of COVID-19;
 - e. the name and contact information for the facility's COVID-19 liaison;
 - f. the COVID-19 prevention plan for the facility; and
 - g. all other training required or recommended by CDPH, SFPDPH, and Cal/OSHA.
14. **Physical Distancing.** Except for students with special needs who may be unable to socially distance, all persons on school grounds, will maintain physical distance of at least six (6) feet from persons not in their household at all times or as provided in the HS MOU if different. In limited situations where physical distance cannot be maintained, students and unit members will maximize their use of the personal protective equipment provided in section 15 of this MOU (e.g., disposable gloves, disposable gowns, face shields, etc.). Unless allowed by state or county guidance, the District will suspend all sporting events, assemblies, dances, rallies, field trips, and other activities that require close contact or that would promote congregating. Unit members will have the option of participating virtually in all meetings, trainings, and other group activities.
15. **Face Coverings and Personal Protective Equipment.** Upon request for additional safety protections by a unit member whose assigned duties may require any of the following:
- a. in-person interaction with more than one stable group;
 - b. close contact in proximity of others (as defined in public health guidelines and recommendations); or
 - c. whose duties may potentially expose them to bodily fluids of others;
 - d. or where a face covering cannot be used for pedagogical, and/or developmental reasons (i.e. communicating with or assisting young children or those with special needs).
- The District shall provide to unit members and students additional face coverings or PPE such as disposable gloves, disposable gowns, masks with transparent panels, plexiglass transparent barriers that can be erected between the student and the unit member, fit-tested N95 or KN95 respirators, and a face shield with a drape that can be tucked in a shirt can be used instead of a cloth face covering.
16. **Classrooms.**
- a. Unit member desks shall be distanced at least six (6) feet away from student desks and tables, and desks of other unit members and District employees.
 - b. Student chairs shall be distanced at least six (6) feet away from one another, except where six (6) feet of distance is not possible after a good-faith effort has been made consistent with the most current CDPH and SFPDPH health and safety guidelines. When student tables that are normally designed to hold more than one

student are to be used, two students may be placed at the tables with their chairs at least four (4) feet apart with a plexiglass barrier between the two students.

- i. Except where needed to accommodate all students on a teacher's class roster, who have requested to return to in-person learning **and after reassigning students according to Section 4.b iii**, student chairs shall be placed the maximum distance possible away from one another, but under no circumstances shall the distance between student chairs be less than four (4) feet.
 - c. Distance between student chairs in each classroom will not be reduced after the classroom has reopened for in person instruction.
 - d. Unit members whose classrooms are configured with less than six (6) feet distance between student chairs shall be provided, upon request, a KN95 or a fit-tested N95 respirator.
 - e. Desks and chairs will be arranged to minimize face-to-face contact. PreK-5 classrooms shall keep the same students in stable groups with the same classroom teacher(s). PreK-5 stable groups shall stay together for all activities, and will be designed to be as small as feasible to further reduce exposure risk. Each room will be furnished with its own equipment and materials that require touching such as toys, books, games, and art supplies. Such equipment and materials will not be shared between rooms. Unit members at each site shall have equitable access to outside spaces in which to deliver instruction should they so choose. The scheduling of such use shall be in consultation with the site administrator based on the scheduled yard usage for recesses and physical education. Activities where there is increased likelihood for transmission from contaminated exhaled droplets such as band practice and performances will not be permitted in-person, but may continue to be provided virtually. Activities that involve singing will only take place outdoors or virtually.
17. **Unit Members Under Quarantine.** Unit members who are required to stay home because they have COVID-19, because they have had close contact with someone who has COVID-19, or because they have COVID-19 symptoms will work remotely, if medically able to do so. When classroom teachers are in quarantine, their students will return to distance learning for the period of the unit member's isolation or quarantine unless the students can continue in-person in which case a substitute teacher will be assigned.
18. **Recordings.** Classes will not be recorded or live streamed unless necessary to meet the needs of student(s) as identified through the IEP or 504 process, and not without first conferring with the unit member. Administrators, not unit members, shall ensure that any recordings or live streams protect student confidentiality.
19. **Duration.** Given the fast-changing nature of the pandemic, and with the goal of continuing to improve in-person, hybrid, and distance learning, the parties may amend, delete, or add to this agreement with mutual consent. This MOU shall expire in full without precedent on June 30, 2021 unless shortened or extended by mutual written agreement of the parties. All provisions of this MOU are subject to the negotiated grievance procedure in the collective bargaining agreement. The parties agree to continue

to consult and negotiate in good faith after the execution of this MOU as necessary to prepare for the 2021-2022 school year.

APPENDIX A

Start and end times for in-person instruction depicted on these schedules are illustrative only.

Descriptions of student instructional schedules provided in this paragraph and attached as Appendix A to this MOU are the schedules resulting from the consultation process.