



Date: August 17, 2021

To: FUDTA Bargaining Team

From: FUSD Bargaining Team

Re: Classroom and/or School Closure Protocols - COVID-19

The intent of this Memorandum of Understanding (MOU) is to establish criteria in the event of a temporary school/classroom/site closure due to an “outbreak” or mandatory quarantine as a result of COVID 19 at a school or District site. This MOU will be in effect until both parties bargain changes or until the end of the 2021-2022 school year. At any time during the period of this MOU either party can request to meet and confer regarding the criteria.

A. Statement of Understanding

The District shall align practices with the requirements and guidance from state and local health officials. It is understood that guidance from state and local health agencies (CDPH/ACPH) is subject to change and may become more, or less, restrictive based on the community spread of COVID-19. FUSD will provide timely notice to all unit members of changes to COVID-19 health and safety measures. In a circumstance where there is a difference in the guidance from CDPH and ACPH, the parties will meet and confer to discuss possible implications for unit members, with the understanding that ACPH as the local public health agency retain the authority to mandate specific actions related to public health.

Should state or local health agencies direct that a school or classroom be temporarily closed in response to cases of COVID-19, the transition period for closure shall provide one duty free day if the unit member is able to continue working from their school site, two days if the unit member is required to move their instructional materials to a new location due to quarantine requirements. This day(s) are to occur the day after the site/classroom was notified of the potential COVID closure, with the exception of a 30 minute, synchronous check-in with the entire class. If the classroom teacher is unable to teach the class due to COVID-19 illness, the class shall be instructed by a substitute teacher. Unit members, if able to do so, shall provide instruction virtually during quarantine. The length of closure will be determined based on direction from state and local health agencies.

In the instance that an individual student is required to quarantine, or a small group of students is required to quarantine, the student(s) shall be considered an “excused” absence in accordance with FUSD

[Administrative Regulation 5113](#). As appropriate given the circumstances of quarantine for each student, a packet of work may be provided via an independent study agreement.

All unit members that are exposed to a confirmed COVID-19 case or any unit member who tests positive for COVID-19 shall comply with all quarantine and testing requirements of state and local health agencies.

The District shall maintain the safety precautions as outlined in the [COVID - 19 Safety Plan](#).

B. Elementary School/Classroom Closure

In the event of a temporary elementary school/classroom closure, the elementary unit members including preparations specialist will adhere to the following criteria as outlined in the Elementary Virtual Academy MOU dated August 13, 2021 and attached to this MOU as reference for the duration of the closure only.

1. Description of Elementary Virtual Academy Instruction (sections a.i. - a.iv.)
2. Statements of understanding (sections b., c., e. and g.)
3. Educator Resources (sections a., b., and c.)
4. Attendance (section a.)
5. Articles in the CBA (sections a., c., and d.i.)

C. Secondary School/Classroom Closure

In the event of a temporary secondary school/classroom closure, affected unit members will transition to virtual instruction. This transition may be dependent on the circumstances of the temporary closure and/or quarantine. Unit members, if able to do so, will provide virtual instruction, either from their worksite, or an offsite location due to quarantine requirements. Live instruction will be provided virtually following the school site bell schedule that had been determined at the start of the school year. Live instruction may include, teacher whole group interaction and instruction, small group instruction, and one-on-one instruction. No adjustments will be made to the bell schedule for the purpose of delivering online instruction. 60% of daily instructional minutes (determined by the site schedule and excluding lunch breaks and passing periods) shall be provided to each student through live instruction. The remaining 40% of the instructional minutes, students will be expected to participate in asynchronous instruction. Unit members will be online “live” and available for student support, for the duration of the contractual day, excluding their duty free lunch and prep.

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