

MEMORANDUM OF UNDERSTANDING  
between  
EVERGREEN ELEMENTARY SCHOOL DISTRICT  
and  
EVERGREEN TEACHERS ASSOCIATION

Evergreen Elementary School District ("District") and Evergreen Teachers Association ("Association" or "ETA"), herein referred to as the "parties," enter this Memorandum of Understanding ("MOU") regarding the negotiable impacts of allowing some certificated staff members to voluntary provide in-person instruction to students. This memorandum is intended to solely address this voluntary phase of certificated employee return to providing in-person instruction. The parties agree to negotiate the impacts and effects of any mandatory return of certificated employees.

The parties will continue to follow federal and state Declarations of Emergency and applicable Executive Orders from the Governor. The District will follow the [CDPH](#) Reopening in Person Instruction Framework and Public Health Guidance for K-12 Schools in California 2020-2021 School Year released on January 14, 2021. In addition, this includes directives, resolutions, orders ("County Orders"), and any other applicable guidelines or orders issued by pertinent governmental entities during the term of this MOU.

The parties affirm the memorandum of understanding previously negotiated and executed by the parties on August 13th, 2020 remains in effect. This memorandum is incorporated herein by reference insofar as it applies to this voluntary phase of a return to in-person instruction.

The parties agree that certificated employees, on a pilot basis, will be allowed to return to their respective school site or assignment once all of the relevant safety protocols from the applicable state and county guidelines have been implemented. If the entire site does not have all safety protocols and procedures in place, only those areas and facilities where they have been implemented will be accessible to staff members and students.

The Parties agree to the following:

**Safety:**

1. The District Covid-19 Prevention Plan (CPP) dated 03/16/2021 (Appendix A) and ESD Covid-19 School Guidance Checklist dated 03/03/2021 (Appendix C) will be in place for the areas to be accessed during the In-Person Pilot Phase.
2. A COVID 19 Inspections checklist (Appendix B) will be used to verify that the District has implemented the essential measures of the safety plan.
3. Before Pilot in-person instruction begins, a walkthrough will be conducted by an administrator, a nurse (if available), and a designated ETA representative using an agreed upon Site Checklist.
  - a. If walk-throughs are conducted outside of school hours, certificated members involved in the walk-throughs shall receive the hourly OT rate.
  - b. The association leadership will receive a copy of the checklist signed by participants of the walk-through, no later than one week after the site has opened for Pilot in-person instruction.
  - c. The team doing the walk through will be informed of what areas will be opening and need to be verified.

**Instruction**

1. Certificated members shall have the flexibility to choose which model they will use to conduct hybrid instruction (e.g. Jigabot, Zoom in the Room). Certificated members will be able to adapt, shift, and pivot from learning models in an attempt to make it work for themselves and their students. Certificated members will have the discretion to form groups and determine which days the in-person groups will attend in-person instruction (within limitations for facilities to properly accommodate cleaning schedules).
  - a. Certificated members shall have the flexibility to choose full day or half day in which to conduct hybrid instruction.
  - b. Upon request, Certificated members shall be provided with the necessary technology (headphone with microphone for teachers, headphones for students, extra Chromebook chargers, sound bar or speaker, etc) and supplemental supplies (e.g: extension cords, power strips, cord protectors, etc) to safely and effectively conduct in-person instruction.
  - c. Certificated members will have 90 minutes on the first day back with each in-person stable group to go over rules and expectations while distance learning students work asynchronously.

- d. Certificated members who are teaching in-person for ½ of the day can choose to conduct the remaining portion of their instruction remotely.
2. All students will have their health screening completed before entering campus, and it will not be the responsibility of certificated members to verify its completion.

### **Set-Up & Professional Development:**

1. Volunteer Pilot Teachers shall select one of the following options to prepare their classrooms:
  - a. Two days to set up during the DL work time; one day must be a Wednesday. Teachers shall check in with their students in the morning, and then assign asynchronous work for the remainder of the day, and will be excused from any PD and/or meetings both days.
    - i. The teacher shall inform the administration, students, and parents of the change in schedule
  - b. Up to 6.5 hours of OT to prepare the classrooms after DL hours
2. Certificated members who voluntarily return under the terms of this MOU can choose to stop providing in-person instruction and return to solely conducting instruction through distance learning at their discretion.
  - a. A meeting with the Principal must transpire as well as at least 3 days' notice given to Parents to make arrangements to shift back to full distance learning.
    - i. The teacher shall be responsible for notifying parents after meeting with the Principal.
    - ii. SDC and ISP teachers will need to notify the Director of Pupil Services.
3. An additional \$25 per student returning to in-person learning will be added to the classroom budget to purchase individual materials and supplies for in-person stable groups (given that students are not allowed to share materials).
4. Certificated members shall be compensated for their time at training, Professional Development meetings, and other meetings to provide feedback throughout the Pilot Phase. Practice time will be embedded in professional development training.

### **SPED and Itinerant Staff:**

1. A Special Education Safety Plan that addresses mask wearing and behavioral concerns will be followed (Appendix D).
  - a. Classroom aides and one-on-one aides will be in-person in accordance with student IEPs and contract language.

- b. Individual services will use the same safety protocol as was implemented for one-on-one testing (Appendix E).
- c. Relevant certificated staff will be given release time to address any required changes to DLP's/IEP's. Relevant certificated staff members may request release time from Wednesday Professional Development training and/or meetings, with approval from the Director of Pupil Services.
- d. Group services will remain remote.
- e. Special education staff members who administer assessments will be allowed to conduct the assessments virtually or in-person at their discretion.

**Other:**

- 1. Certificated members may send their school age children to one of the District partners for daycare; Champions or YMCA on one of the district sites and be reimbursed for the cost of the daycare.
- 2. Certificated members may return for coaching of athletics and facilitating clubs after school and will follow all CDPH guidelines.

For District:

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Date

For ETA:

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Date

[\*\*Appendix A: COVID-19 Prevention Plan \(CPP\)\*\*](#)

[\*\*Appendix B: COVID-19 Inspections\*\*](#)

[\*\*Appendix C: ESD Covid-19 School Guidance Checklist dated 03/03/2021\*\*](#)

[\*\*Appendix D: Specialists Q&A Safety Protocols\*\*](#)

[\*\*Appendix E: One-on-One SPED Assessment Protocols\*\*](#)