

**MEMORANDUM OF UNDERSTANDING BETWEEN
CUPERTINO UNION SCHOOL DISTRICT AND
CUPERTINO EDUCATION ASSOCIATION**

**SPECIALIZED AND TARGETED SERVICES FOR
SMALL COHORTS FOR THE 2020-2021 SCHOOL YEAR**

October 22, 2020

Cupertino Union School District ("District" or "CUSD") and Cupertino Education Association ("Association" or "CEA") (collectively "Parties") enter into this Memorandum of Understanding ("MOU") regarding the negotiable impacts of providing specialized and targeted support services ("services") in small cohorts to students in prioritized groups designated in this MOU pursuant to the "Cohort Guidance" referred to in the immediately following paragraph.

The District and Association will follow federal and state Declarations of Emergency, and applicable Executive Orders from the Governor. The District will continue to follow the "COVID-19 Industry Guidance: Schools and School-Based Programs ("Industry Guidance") issued by the Governor, Cal/OSHA and the California Department of Public Health ("CDPH") on July 17, 2020 (updated on August 3, 2020), the Guidance Related to Cohorts ("Cohort Guidance") issued by the California Department of Public Health on August 25, 2020 (updated on September 4, 2020), and Santa Clara County Public Health (SCCPH) guidance, 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 recognize the need to address the District's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the Parties to abide by the recommendations contained in the Industry Guidance and County Orders to prevent illness and contain the spread of the virus.

The District and Association share a joint goal of implementing Education Code section 43504 by offering in-person instruction to the greatest extent possible as conditions become safe for students and staff.

I. Small Cohort Specialized and Targeted Support Services

- A. The purpose of this MOU is to set forth the terms and conditions under which the District will provide services to prioritized students who are at-risk academically and/or in the area of mental health *and* who are demonstrating at-risk engagement in Distance Learning. The following prioritized groups of students are:
1. Students with Disabilities
 2. English Learners
 3. Foster Youth
 4. Homeless
 5. TK.K.1
 6. Other "Tier 3" Students
- B. The length of providing services for the cohorts shall not exceed three (3) hours per day on not more than four (4) days per week, one of which shall be Wednesday.
- C. In accordance with the Cohort Guidance, services "include but are not limited to: occupational therapy services, speech and language services, and other medical services, behavioral services, and educational support services as part of a targeted intervention strategy or assessments, such as those related to English learner status, individualized educational programs, and other required assessments."
- D. Assessments for students under this MOU, defined as those described in section C above related to special education and health, may be completed in person (1:1) pursuant to this MOU and safety protocols specifically applicable to such assessments; however, such assessments may be completed virtually so long as legal requirements are met.
1. Such assessments will normally be completed within the regular duty day.
- E. Cohort Size – According to the Cohort Guidance:
1. Cohorts must be limited to no more than 14 children and youth and no more than two (2) supervising adults, or a configuration of no more than 16 individuals in total (children and youth or adults) in the cohort.
 2. Cohorts can be divided, as needed, into subgroups of children and youth from the same cohort, as long as the 14-to-2 ratio is not exceeded.
 3. The maximum cohort size applies to all children and youth in the cohort, even when all children are not participating at the same time. For example:

- i. A cohort may not include six (6) children or youth who attend full-time, six (6) children on Mon/Wed/Fri, and six (6) children on Tue/Thu (total of 18).
- ii. A cohort may not include eight (8) children or youth who attend for the entire day, four (4) who attend mornings only, and four (4) who attend afternoons only (total of 16).

II. Staffing of Small Cohorts

- A. Specialized and targeted services (including assessments) shall be provided at learning hub sites by unit members who volunteer for this purpose. Unit members shall continue to receive their regular pay and benefits while performing these services during their regular duty day except as provided in section B below.
- B. Unit members may volunteer to provide specialized and targeted services outside of their duty day or during their contractual preparation or individual planning time if pre-approved by the administrator. Unit members shall be compensated at the contractual adjunct duty hourly rate (currently \$41.53) for providing services during these times.
- C. The Parties acknowledge that specialized and targeted services will be provided at designated District-designated sites or "learning hubs" throughout the District such that unit members providing these services may not be doing so at their regular work site.
 1. It is the intent of the District to not assign unit members to classrooms/worksites being used by other unit members during Phase 2. If the District anticipates that this may be necessary, it shall consult with the affected unit member(s) before doing so in order to explore accommodations and options.
- D. The Parties acknowledge that unit members providing in-person services under this MOU may be doing so for students not in their regular caseload, since the allocation of workload will be according to those who volunteer and students whose parents have agreed to participate in on-site small group cohorts.
- E. An administrator shall be on site at those District locations designated as "learning hubs" for purposes of this MOU. The District will work with school nurses to encourage their commitment to be onsite at "learning hub" locations as well.

III. Safety

The Parties affirm continued enforcement in an in-person learning environment of safety conditions set forth in the Phase I (Distance Learning) Memorandum of Understanding dated August 11, 2020.

IV. In-Person Services – Additional Safety Provisions

The Parties acknowledge that this section may be subject to change as the Parties continue negotiations over in-person instruction for Phase 3 (hybrid model or return to regular instruction).

- A. All individuals (including parents, students, and employees) will be required to complete the District Self-Assessment survey, temperature checks and other measures as appropriate to promote a safe workplace before reporting to the worksite/school site or prior to entering the worksite/school site. Unit members shall have available clear means of communication (e.g., through a calendar), regarding when and where groups of students and unit members will be present on campus.
- [Cal/OSHA COVID-19 General Checklist for Schools and School-Based Programs](#)
 - [CUSD Prevention Protocols for COVID-19](#)
 - [CUSD Special Education Distance Learning Assessment Plan - Health & Safety Guidelines](#)
 - [Santa Clara County Free COVID-19 Testing Sites](#)
 - [CUSD Injury and Illness Prevention Plan](#)
- B. The distance between teacher/staff desks and student desks and between student desks shall be at least six (6) feet. In addition, students shall be assigned stable seating arrangements to ensure that close contacts within classrooms are minimized and easily identifiable.
- C. Student desks (at all grade levels) should face one way (no desks facing each other).
- D. Student cohort sizes shall not exceed a number that would not allow maintenance of Industry Guidance/County Orders physical distancing requirements given classroom size limitations.
- E. Where possible, after determination of how many students will be on campus and where they will be placed physically, all individuals will be assigned an ingress and egress point for use when coming to school for in-person learning.

- F. Use of staff facilities during break times shall be designed and marked to maintain physical distancing requirements. Staff will be encouraged to use break rooms for storing and preparing food. If deemed necessary, a schedule for use of space will be determined by the site supervisor.
- G. Students shall remain in their same classroom/workspace.
- H. The District shall provide each student with sufficient supplies in order to eliminate the sharing of high-touch materials.
- I. Personal Protective Equipment ("PPE")
 - 1. The District shall provide PPE (disposable or reusable face masks) to all unit members and students for every day that unit members are required to report to school sites.
 - 2. In lieu of using District-provided PPE, unit members may, but shall not be required to, bring their own PPE so long as the PPE complies with public health guidelines and provides at least equivalent protection to the PPE provided by the District. No unit member shall be disciplined or evaluated negatively for not bringing their own face coverings.
- J. Face Coverings Requirements
 - 1. Face coverings are required to be worn properly at all times by all individuals on a school worksite, outdoors or indoors except when unit members are alone in their classrooms, subject to the most current Industry Guidance and County Orders.
 - 2. Face masks shall not be required for staff if there is a medical contraindication verified in writing from a medical professional according to the Industry Guidance. Such unit members shall use face shields with neck drapes (provided by the District) tucked into the shirt.
- K. The District website shall provide comprehensive information covering all of the safety measures contained or referred to in this MOU and will continue to be updated as governmental guidelines and orders change.
- L. The District will identify and inform unit members of testing resources related to a return of unit members to sites to provide services according to this MOU. As the District identifies testing resources in anticipation of implementing Phase 3, it will prioritize the following factors:

1. Receiving test results as soon as possible (e.g. within 72 hours).
2. Facilities that prioritize teachers as essential workers.
3. Facilities that are conveniently proximate to District work sites.

V. Hand Washing Requirements

- A. The District will follow SCCPH requirements related to frequently reminding individuals to wash their hands or use medically effective hand sanitizer.
- B. All students and staff must thoroughly wash their hands with soap and water upon entering the classroom. Hand sanitizer should only be used if soap and water are not available.
- C. The District will provide hand washing soap and or medically effective hand sanitizer in all classrooms, workspaces and common spaces.
- D. The District shall ensure that all hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed and prior to the beginning of each day that staff are on campus.

VI. Health Screening, Testing, Notification, and Contact Tracing

- A. Staff who exhibit any symptoms consistent with COVID-19 shall isolate immediately and notify their supervisor and the Human Resources Department. They must stay home and follow the SCCPH Home Isolation and Quarantine Guidelines.

[COVID-10 Home Isolation Guidelines](#)

[COVID-10 Isolation and Quarantine Decision Tree](#)

- B. Upon notification that an employee, parent, student, or anyone entering a school site has received a confirmed positive test for COVID-19, the District shall follow the "Immediate Actions" and "Communication" steps pursuant to guidance from SCCPH.

All components of the current Collective Bargaining Agreement between the District and the Association not addressed by the terms of this MOU or the Memorandum of Understanding dated August 11, 2020 shall remain in full effect.

This MOU is a non-precedent setting document. This MOU resolves the negotiable effects of providing specialized and targeted support services in small cohorts to students in prioritized groups designated in this MOU for the 2020-2021 school year. The District and/or Association

reserve the right to negotiate any additional negotiable impacts not already covered by the Collective Bargaining Agreement or this MOU or the Memorandum of Understanding dated August 11, 2020 related to COVID-19.

This MOU shall be effective upon signature by both parties. This MOU will expire in full without precedent on June 30, 2021 (unless extended by mutual agreement), or until in person instruction resumes in a hybrid model, or Industry Guidance or County orders permit a full return to in-person instruction.

Cupertino Union School District

Cupertino Education Association



Leslie Mains, Associate Superintendent, HR
Date: October 22, 2020



Kate Lee, Lead Negotiator, CEA
Date: October 22, 2020