

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
HAYWARD UNIFIED SCHOOL DISTRICT  
AND  
HAYWARD EDUCATION ASSOCIATION  
**2021-22 Return to In-Person**  
**July 7, 2021**  
**TENTATIVE AGREEMENT**

The Hayward Unified School District (“District”) and Hayward Education Association (“Association”) jointly known as the Parties (“Parties”), enter this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus (“COVID-19”) pandemic and the return to in-person programming during the 2021-22 school year.

On May 21, 2021, the California Department of Public Health (CDPH) sent a notification that on June 15, 2021, the State of California is anticipated to revise state guidance that returns employment agencies to “usual operations” as they relate to services provided to the public prior to the COVID-19 pandemic. Employees are required to return to perform all work scope duties in person. The CA Public Health Order does require that school districts continue to follow the COVID-19 Public Health Guidance for K-12 Schools in California.

**Background**

According to the anticipated changes, the District will resume all in-person programs at all educational levels represented in the District. Employers will remain subject to state, county and Cal/OSHA COVID-19 Prevention Emergency Temporary Standards which are yet to be determined. This agreement represents a commitment to prioritize the health and safety of staff and students in order to continue to minimize the risk of COVID-19 spread while also providing for the resumption of all “usual operations” at all school sites.

The District and Association agree as follows:

**1. Safety**

- a. The District will comply with state/county and Cal/OSHA public health and safety requirements. This includes current requirements for social distancing and mask/face covering requirements.
- b. The District shall make PPE available to staff and students including; sanitizing wipes, gloves, and disposable masks.
- c. Upon request, face shields, and face shields with drapes, will be provided to all staff and students. No reasonable request will be denied.
- d. All rooms and offices will be provided soap, hand sanitizer, paper towels, wipes, masks and gloves. Any member may request a desk shield. No reasonable request will be denied.
- e. Per Alameda County Public Health Department (ACPHD) guidance, all employees and students will be self screened daily prior to entering the school site. Unit members shall not

be required to administer or monitor daily screenings.

- f. Per current state/county guidelines, students exhibiting symptoms of COVID-19 at school (fever of 100.4 degrees or higher, cough, difficulty breathing, or other COVID-19 symptoms) must be immediately isolated in the isolation tent until they can leave school or be picked up by a parent or guardian. Ill students will be recommended to be tested for COVID-19 as soon as possible by the site COVID-19 site liaison(s) (the site administrator and site nurse).
- g. The district will maintain state/county, and Cal/OSHA physical distancing requirements in all common walkways and congregation areas (both outdoor and indoor). The CA Public Health Order does require that school districts continue to follow the COVID-19 Public Health Guidance for K-12 Schools in California. The site shall determine the need to create unidirectional pathways where required using criteria provided by the district based upon state/county and CAL/OSHA guidelines. These pathways shall be clearly marked to indicate the direction of travel and the required physical distance spacing as applicable. The District will utilize the SBDM (or, if there is no SBDM team, the local curriculum council) and School Nurses to review and give input on site maps and site safety plans.
- h. The District shall maintain the following hand washing provisions:
  - i. Every room with a sink shall be stocked with soap, hand sanitizer, and paper towels or no touch hand drying equipment.
  - ii. Visible signage shall be posted throughout building sites reminding individuals to properly wash their hands at the nearest available handwashing station.
  - iii. The District will provide additional hand washing and hand sanitizer stations at entrances, classrooms and restrooms. Upon the site's request, additional portable handwashing stations designated for general staff use will be provided.
- i. The District will ensure sufficient ventilation in all school classrooms and shared workspaces per the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) guidance on ventilation. Rooms used will have proper outside airflow per state/county guidance through the provision of proper air filtration filters and/or purifiers. If a classroom does not have proper ventilation, the room will not be utilized. If the ventilation is not sufficient, the unit members and students will be moved to an alternate location. "Proper air flow" determination will be reached through consensus between HEA and HR. The ASHRAE standards will be applied. Standards shall be posted and distributed to members at the first staff meeting of the school year.
- j. Isolation Tents will be provided at sites for participants that may experience COVID-19 symptoms while waiting for transportation. Bargaining unit members will not be required to attend to or monitor the isolation tents.
- k. In the event a COVID-19 case is identified, procedures for notification to students and staff will be followed per state and county guidelines. This notification includes an all site staff notification. Notification will be given within 24 hours.
- l. In accordance with COVID-19 Public Health Guidance for K-12 Schools in California, visitors/District personnel must wear a mask, complete a COVID-19 self-assessment

questionnaire and sign-in, for contact tracing purposes, upon entering a District facility or school grounds.

- m. Masks must be worn by staff and students in accordance with County or State or Federal guidelines following the most restrictive measure.
- n. Masks must be worn in “student pick up” areas located on school property.
- o. The School Nurse will provide PD (virtually/recorded) for unit members at the first staff meeting and for parents and students at a site held orientation. Topics will be limited to COVID-related topics such as screening techniques, symptoms, and safe practices. Unit members will not be required to attend the parent/student orientation. Topics to cover will be reached between the nurse and the district through consensus. If consensus can not be reached between the parties, HEA and HR will meet to reach consensus.
- p. The nurses will be compensated at their per diem rate for 2 hours of prep for each hour of a virtual/recorded presentation.
- q. The School Nurse will act as co-liaison, with the site admin responding to positive student covid cases, and recommending the length of time for an isolation/quarantine period and/or school closure.
- r. Drop off screening will be administered by administrator(s), or district assigned non unit member personnel. The District will follow the PD provided by the site nurse.
- s. The District will provide guidance to the sites based on the CDPH K-12 Schools Guidance for consideration when developing lunch schedules. Each site’s SBDM (or LCC at sites where there is no SBDM) will determine lunch schedules. If consensus can not be established, then HEA and HR will meet to reach consensus.
- t. The SBDM team (or LCC at sites where there is no SBDM) will include MOU/Safety compliance on their agendas to address safety deficiencies and return related issues that may come up at the site-by-site level. The SBDM/LCC will meet monthly throughout the school year. Nurses will be invited but not required to attend the SBDM/LCC meetings if not already on the team. Members will receive an additional \$50 per hour per monthly meeting to discuss issues related to the return from COVID. If nurses attend a monthly SBDM/LCC meeting for the purpose referenced above, they shall receive the hourly rate of pay of \$50 per meeting attended.
- u. Emergency SBDM/LCC meetings may be called by the site administration, but in no event will the site admin call more than 2 emergency SBDM/LCC meetings per year. The SBDM/LCC team members attending the emergency meetings will be compensated at the hourly rate of pay of \$50/hour.
- v. SBDM/LCC will receive compensation in alignment with 7.a. of this MOU for any additional meetings outside of the monthly meetings when called by the District.

## **2. COVID-19 Screening and Testing**

- a. Staff/Student Screening:

- i. Staff and students are required to complete the symptom and exposure questionnaire screening daily, prior to arriving on site using the district provided self-screening protocol. Per CDPH guidance, students or staff exhibiting COVID-19 symptoms while at school (fever of 100.4 degrees or higher, cough, difficulty breathing, or other COVID-19 symptoms) must be immediately isolated until they can leave school or be picked up by a parent/guardian. Families will be informed that if a student fails the screening questionnaire, the student will not be permitted into classrooms/campus.
- ii. Failure to pick up an ill student will be followed up by administration in accordance with Education Code/Board Policy regarding mandated reporting. This information will be included in the parent/guardian/student orientation.
- iii. Staff and students who meet criteria for risk of potential COVID-19 exposure or symptoms may not attend school for the duration of the CDC recommended isolation period. Any questions regarding the isolation period shall be forwarded to the site administrator or the District Office. Staff will receive information regarding the duration periods in writing at the first staff meeting.
- iv. Upon notification that an employee or student has been infected with COVID-19, the District shall inform all bargaining unit members who may have been exposed or come in close contact with the individual during the infectious period of their potential exposure. This notice shall be provided in writing within one day of notification to the District.
- v. The District will maintain its Public Dashboard reporting all instances of positive cases at each school/worksites. The dashboard will be updated within one working day of the District receiving confirmation of a positive test, and made available to the staffs at all sites.

b. COVID-19 Testing:

- i. The District shall notify all unit members and students with information for locations that offer COVID-19 testing, including free local testing.

### 3. Site/ Facility Usage

Prior to the return to in-person programming:

- a. The SBDM teams (or, if there is no SBDM team, the local curriculum council), and the site nurse will meet to reach consensus on site schedules and on facility use/map(s). HEA and HR will meet to review and reach consensus about the facility use/map(s) for any site unable to reach consensus. Nurses may review the maps outside of the scheduled meeting time if they are not able to attend the meeting. Nurses will be compensated at the hourly rate of \$50 per hour for the time spent reviewing the maps. Maps may be revisited and revised. No reasonable request for revision will be denied.
- b. Per current state/county guidance, each site's SBDM teams (or, if there is no SBDM team, the local curriculum council) will determine if separate identified and designated program entrance(s) and exit(s) for students and staff are needed. The designated

program entrance/exits will have visible signage and floor markings at entrances and exits of designated areas, classrooms, pathways and restrooms. Guidance will be shared in writing with staffs.

- c. Isolation tents for students showing symptoms of being ill, or still under a quarantine directive will be supervised by a site administrator, or district designated non unit member personnel.
- d. The District must adhere to state/county quarantine guidelines for student(s)/staff identified as potentially infected or exposed to COVID-19. Student(s) and/or staff will not be permitted back into school until the state/county isolation period has ended.
- e. The district will provide containers for students' individual (e.g. pens, pencils, markers etc.) materials. The district will provide all teachers with cleaning materials (i.e. disinfecting wipes and spray bottles) to clean/disinfect shared, high touch materials/objects as recommended by CPHD. Class time to allow for individual cleaning is to be provided.
- f. Each bargaining unit member will have their own work space per HEA CBA Article 12. Shared work space will be in compliance with CAL/OSHA guidance to allow unit members a safe working environment.
- g. Facilities used by outside agencies will follow District cleaning and sanitizing safety standards. HUSD programs will be given first consideration in all instances of use per HUSD Board Policy/Administrative Regulation 1330.

#### **4. Cleaning/Disinfection**

- a. The District will review and update specific custodial cleaning routes. The District will adhere to CDPH cleaning and disinfection guidelines. Guidelines will be provided, in writing, by the district.
  - i. Restroom use notification will be posted outside of restrooms, to allow for hourly restroom cleaning and sanitization for all restrooms. Signage will indicate when a restroom has been cleaned/sanitized.
  - ii. Highly utilized areas will be cleaned/sanitized prior to the start of each day.
- b. In addition to their daily cleaning, kindergarten restrooms and any rooms with restrooms within the classroom/room including locker rooms will be cleaned at the request of the teacher. No reasonable request will be denied.
- c. Completion of preventative maintenance on all forced air circulation systems, and continued maintenance will be completed and documented including but not limited to the posting of the date of the maintenance.
- d. Classroom teachers and site administrators will reach consensus on the air purifier to be placed in the room and its location. If consensus cannot be reached, HEA and HR will meet to reach consensus.

## 5. School Calendar

- a. Up to 8 hours of set up time will be provided to all unit members. These hours may be utilized to set up the classroom prior to the start of the unit member's work year during the school site's normal hours of open operation and/or scheduled during the course of the first month of school's opening, at the member's discretion, and by mutual consensus with the site administrator. No reasonable request will be denied. These hours will be paid at the hourly rate of \$50 per hour. Members may request assistance. No reasonable request will be denied.
- b. The District will offer (3) optional, additional Staff Development days:
  - i. Year Round, July 13, 14, 15
  - ii. Traditional Year, August 18, 19, 20
  - iii. The staff development days will be paid at the member's per diem rate of pay.
  - iv. All unit members whose calendar year is different from a 186 day school year including but not limited to; counselors, nurses, psychologists, and Adult ed, shall be provided an additional 8 hours for each of the three staff development days paid at their per diem rate, so that all members may participate in the staff development training offered during their regular work year.
- c. The listed Staff Development Days will be offered virtually with the exception of the Benchmark K-6 Literacy.
- d. The July 13th and August 18th, "Benchmark K-6 Literacy" training sessions will not be recorded. Make up sessions for the "Benchmark K-6 Literacy" of July 13th and August 18th will be scheduled as early as possible in the respective school year calendars for both Year Round and Traditional calendar unit members. Make up sessions will be offered as release days.
- e. All other trainings listed above (July 14th, 15th, and August 19th and 20th) will be recorded. Recorded Staff Development days may be viewed at an alternate time at the teacher's discretion prior to the first day of the instructional year.
- f. For purposes of building relationships and transitioning back to school, the first week of school may include up to 2 minimum days. The site's SBDM team or, if there is not an SBDM team, the site's LCC, will determine the number and placement of the minimum days.
- g. Sites may develop "review" lessons/curriculum (by grade/by dept) and times within the first trimester /semester dedicated to review of prior grade or subject curriculum. Teachers participating in the creation of the review lessons/curriculum will be compensated for up to 8 hours at the hourly rate of \$50 within the first trimester/semester. Any reasonable request for additional hours shall not be denied.
- h. An SEL support workgroup will be formed to create lessons and resources for

members' to address the students needs. Consensus between HEA and HR will be reached regarding the composition, selection of the workgroup and hours of the workgroup. The members will be paid at the rate of \$50 an hour. TOSA's and their related work to this subject will be paid their per diem rate of pay if work is done outside of their regular year schedule.

## **6. Virtual Independent Study Program**

HUSD will provide a virtual independent study learning opportunity for students with an identified COVID-19 health need to continue with virtual learning in fall 2021. This is a voluntary option available only to K-12 students per California Education Code K-12 Omnibus Trailer Bill. This program is only offered on the traditional calendar. The Virtual Independent Study Program (VISP) supports identified students who are not able to come in person.

The Virtual Independent Study Program includes the following provisions:

- a. Class Size shall be K-6, 1:24 students, and 7-12, 1:25 students
- b. Unit members will be assigned to the Virtual Independent Study Program through the Voluntary transfer process as outlined in HEA CBA Article 14.D
- c. Teacher workdays will be based on Article 10.4.e
- d. Unit members participating in the Virtual Independent Study Program shall attend a virtual mandatory Staff Development training on August 12th, 13th, 16th and 17th about the Edgenuity program. Trainings in this scenario shall be scheduled at a member's half day with the other half of the member's work day dedicated to implementation planning. The trainings shall also be offered as 2 full work days with the equivalent of 2 days of implementation which may be scheduled at the teacher's discretion prior to the school year beginning. All trainings will be recorded and can be viewed at the teacher's discretion. Pay for time spent within the trainings will be at the member's per diem rate. Any viewings /work( including but not limited to logging in, setting up pass codes etc) of the program prior to the school year commencing shall be considered hours of training. Hours of viewing time, logging in and/or implementation planning shall be recorded by the member and submitted to HR and considered part of the total number of hours of training.
- e. VIS teachers will be told of a student leaving the program, at least 2 working days prior to the student's departure.
- f. VIS teachers will receive 3 hours of prep per week.
- g. IEP teams dedicated to the VIS program shall follow IDEA regulations and convene to evaluate students' standing with regard to the VIS program (e.g. is a student eligible to participate in the program) The composition of the IEP team(s) will follow the IDEA regulations. HEA members may apply to be on the summer IEP assessment team and first consideration will be given to HEA members in order of district seniority . The team shall have up to 30 hours to review the IEPs of the students who wish to participate in the VIS program. No reasonable request will be denied if more hours are requested by an HEA team member(s).

- h. If a student qualifies to participate in the VIS program and has an IEP the district will first ask for HUSD Sp Ed teachers (Service Providers), relevant to the IEP, to volunteer at their per diem rate of pay per hour of service/support including, but not limited to IEP meetings. The VIS service provider will provide services virtually only. While in the VIS program, the VIS service provider will act in the capacity of a service provider/case manager and the student will be added to the provider's workload but not the caseload. At no time will any, one Sp Ed teacher have more than 2 VIS students added to their work load. If there are no volunteers, the District will hire through agencies to maintain compliance. The district may post dedicated positions to the program.
- i. The VIS student will not be on the home school service provider's caseload. Every effort will be made to maintain space on the site provider's caseload for the virtual student's potential return to the site. Non VIS Students at the site will have priority for placement on the site service provider's caseload. Upon the VIS student's return to the site after leaving the VIS program, the student will be placed on the site provider's caseload only if space is available. The site service provider will not case manage the student while the student with an IEP is in the VIs program. In no case will the site service provider's caseload go over the maximums stated herein.
- j. Students may exit the VIS program and return to their in person site within the first 10 days of school.
- k. The classroom teacher and the virtual independent study teacher shall have up to 2 hours to meet. The meeting shall be held prior to the student exiting the virtual program . The teachers will be compensated at their per diem rate and If more hours are needed, no reasonable request will be denied.
- l. The classroom teacher will only provide grades for time spent in the classroom. The virtual independent study teacher will provide the grades/achievements within the Edgenuity program.
- m. The VIS and the current Independent study program will not overlap. Edgenuity will only be used within the VIS program.
- n. Compensation for Virtual Independent Study Teachers to attend the mandatory training will be paid at the per diem rate.

## **7. Compensation**

- a. Extra duty hours assigned within the program will be paid at the hourly rate of \$50. Time cards for these hours should be submitted to the site administrator. Extra duty hours include:
  - i. SBDM teams (or, if there is no SBDM team, the local curriculum council) and nurses holding/attending meetings relevant to the in-person program.
  - ii. School Nurses will be paid for consulting services including but not limited to reviewing site maps and plans with SBDM teams, consulting with administration regarding positive COVID-19 cases etc.

- b. If there is other work determined to be of need for the return to in-person program, HEA and HR will reach consensus on the work and hours.

**8. Leave/Accommodation Requests**

- a. A unit member shall use up to 80 hours, or greater if through legislation, of available state/federal paid sick leave under the SB 95 Supplemental Leave if the member (1) is unable to work due to government issued quarantine or isolation order related to COVID-19, (2) has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work, (3) is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work. The District may request verification prior to placing a unit member on leave. Once Supplemental leave has been exhausted, the employee may request additional days of district paid leave (e.g. "sick days") following provisions outlined in the HEA CBA, medical or personal leave. No reasonable request will be denied.
- b. Members shall have access to sick days, personal days and other days of leave contractually referenced in Article 11 Leaves. The member will also have access to the SB 95 80 hours referenced above. HEA and HR shall meet to reach consensus on reconciling the use of the days on a case by case basis as needed/requested.
- c. A unit member may request reasonable accommodations for any health condition. In the event consensus cannot be reached regarding a reasonable accommodation the unit member may request leave following provisions in the HEA CBA Article 11 and/or SB 95 Supplemental Leave.

**9. Classroom Teachers**

- a. For the 21-22 school year, the Class size for in person classroom teachers in the following programs shall be:

Pre school	24 students - Teachers will be paid for the 24th student
Transitional Kindergarten	23 students, and the District may place up to two additional students
Kindergarten through 3rd grade	22 students, and the District may place up to two additional students in the class
4th through 6th grade	29 students, and the District may place up to two additional students in the class
7th through 12th grade	31 students, and the District may place up to two additional students in the class
Secondary PE	45 students, and the District may place up to two additional students in the class
Special Education	All class sizes reduced by 1, and the District may place up to one additional student in the class

Special Education caseloads	Caseloads reduced by two, and the District may place up to two additional students on the caseload
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- b. Space will be held at the site for a VIS student’s return at the students’ home site/grade level/subject/program.
- c. Every effort will made by the district to maintain the current District class size averages of:

Kindergarten through 3rd grade	23
4th through 6th grade	29
7th through 12th grade	26

- d. The “additional” students referenced above may be placed with consideration for available space, programmatic need, appropriate groupings, and balancing of students. Affected elementary teachers will receive \$100 for each “additional” student placed during each attendance month that the student(s) are placed on the roster and that the class size/caseload is exceeded. Affected Secondary teachers will receive the prorated rate of \$20 per additional student per class per day.
- e. The District will reduce the number of elementary combination classes at elementary by 30% for the 2021-22 school year.
- f. A committee will convene in August to consider the option of offering Adult School virtual classes. Adult School teachers who participate will receive compensation at their regular Adult school hourly rate.
- g. If necessary to adhere to COVID related guidelines (eg social distancing) , projectors and other furniture will only be removed from the classroom without the consent of the classroom teacher. If consensus cannot be reached between the site admin and the unit member, HR and HEA will meet to reach consensus.
- h. Prior to the first day of the teachers’ work year, rooms will be sanitized and furniture will be arranged in accordance with a district standardized map of classrooms and furniture. Prior to the start of school or within the first month of the teacher’s school year, teachers will provide a map of their preferred set up of their room if different from the “standard” set up including but not limited to single desks, table replacements etc. No reasonable request will be denied. Any changes to the standardized set up will be completed prior to the start of instruction but not later than the first full month of the instructional year.
- i. A classroom teacher scheduled to receive a student returning to the in person setting after the first semester ( secondary) or first trimester (elementary), will have two (2) work days notice in advance of the students return.
- j. The classroom teacher and the virtual independent study teacher shall have up to 2 hours to meet. The meeting shall be held prior to the student exiting the virtual program. The teachers will be compensated at their per diem rate and If more hours are

needed, no reasonable request will be denied.

- k. Youth Sports and Afterschool programs:
  - i. The Youth Sports programs and after school programs will be in accordance with County/state/federal/ASHRAE/CIF/NCS guidance. The District will follow the most restrictive protocols.

**10. Miscellaneous/Other Provisions**

- a. In the event that classrooms, sites or the district are required to close due to ACPHD requirements, unit members will return to full distance learning schedules for the duration of the closure. The District and HEA will meet to determine the number of days needed, (up to 5 released working days) to adjust schedules make preparations for virtual teaching and/or for Distance Learning in general.
- b. All components of the current Collective Bargaining Agreement and the Distance Learning MOU between the Association and District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.
- c. The District shall negotiate any state/county/CAL OSHA/federal changes to the return to in-person programming with HEA.
- d. This MOU resolves the negotiable effects of the return to in-person programming due to COVID-19. The District and/or Association reserve the right to negotiate any additional impacts related to the return to in person programming in the 2021-22 school year.

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For HEA

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For the District