MEMORANDUM OF AGREEMENT

between

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

and

WASHINGTON TEACHERS' UNION, LOCAL #6

AMERICAN FEDERATION OF TEACHERS, AFL-CIO

District of Columbia Public Schools (DCPS) and the Washington Teachers' Union (WTU) agree to the terms of this Memorandum of Agreement (MOA or Agreement) regarding the return to in-person learning during the COVID-19 pandemic health emergency. This Agreement shall be effective upon its execution date and shall continue through the remainder of the 2020-2021 school year or through the end of the COVID-19 pandemic health emergency, whichever is sooner. In this Agreement, DCPS commits to undertaking the following concerning:

I. General Expectations

1. DCPS shall align health and safety protocols to the fullest extent possible with CDC, OSSE and DC Health policy guidelines, as they may be periodically amended, for reopening and operating schools during the COVID-19 pandemic health emergency.
2. Teachers shall not be required to teach outside of their licensed disciplines.
3. Teachers on a leave of absence as of the date of the closure, who have not ended their leave prior to the execution of this agreement, shall remain on leave as scheduled. Staff who have been approved for leave shall return pursuant to the established return to work protocol for leaves of absences.
4. Teachers shall receive, at minimum, the required duty-free planning time per week as outlined in the current CBA. DCPS shall also provide all Teachers additional planning time per week beyond what is required in the CBA.
5. Teachers shall be provided prior notice and professional development before Teachers are required to perform new work requirements.

6. DCPS and the WTU recognize that while Teachers provide instruction remotely, there may be occasional interruptions to instruction. Teachers shall not be subject to discipline if and when instruction is occasionally interrupted beyond the Teacher's control or if a Teacher is momentarily unable to appear on camera due to privacy concerns.

7. Each classroom and/or meeting space shall adhere to appropriate social distancing guidelines between students and Teachers in alignment, to the fullest extent possible, with CDC and strict adherence with OSSE and DC Health policy guidelines.

8. Prior to reopening school buildings, DCPS shall host a walkthrough of each building, including all areas of the school site, using the DCPS School Building Readiness Checklist as agreed upon by DCPS and WTU. Walkthrough teams shall include:

    - School Principal or their designee;
    - The Building Representative,
    - The LSAT Chair or their designee from the LSAT,
    - One Teacher member of LSAT (other than the Building Representative),
    - One parent member of the LSAT,
    - One member of the SCAC (other than the Building Representative),
    - Custodial foreman/building engineer or their designee,
    - School nurse/certified health professional assigned to the building or their designee.

9. All walkthrough team members will be notified of the walkthrough and encouraged to participate. To ensure appropriate proper social distancing protocols are followed, no more than 12 individuals may participate in the walk through.

10. DCPS shall not reopen any school site unless and until the items on the School Readiness Checklist have been completed. The checklist shall be signed by team members to confirm their participation in the walkthrough. Completed checklists shall be posted and/or made available at each school site.

11. DCPS, in collaboration with the WTU, shall facilitate an orientation webinar for all LSATs and walkthrough teams before reopening.

12. In the event that items on the DCPS School Readiness Checklist fall out of compliance, DCPS shall provide a plan with a timeline to remediate the item(s) and any adjustments which will be implemented during the time between the discovery of non-compliance and remediation to ensure continued operations.

13. In the event that DCPS deems conditions are unsafe for in-person teaching, DCPS shall

immediately close down the school site and notify the school community of these unsafe conditions. DCPS shall provide a plan to remediate these unsafe conditions; such a plan shall not allow the relocation of students to areas of the school that have not been approved for safe instruction by the School Walkthrough Team.

14. DCPS shall post each school's COVID-19 operational plan on their respective school's website.

15. DCPS shall ensure the School Readiness Checklist includes the criteria required for ventilation and plumbing systems in order for buildings to safely reopen.

16. DCPS staff assigned to facilitate distance learning shall have access to internet and DCPS devices in DCPS buildings if they are unable to have such access remotely.

17. DCPS will provide guidance on the roles and responsibilities for each staff position for in-person and virtual models. DCPS will provide professional development to teachers in support of adopting new distance learning tools and platforms.

18. DCPS shall provide all Teachers with professional development on COVID-19 prevention and response protocols.

19. DCPS shall have a health care professional at each school site, during the school hours that the school is open.

20. Teachers and students shall have their temperature checked upon entry each day they are onsite. Teachers shall not be required to engage in student temperature checks.

21. Student desks and Teacher stations in in-person classrooms will be separated by at least six feet.

22. DCPS shall designate an isolation area for students or staff who exhibit COVID-19 symptoms and keep those individuals separate from the area used for routine healthcare. DCPS shall not require any Teachers to manage/monitor the isolation rooms.

23. DCPS shall provide appropriate signage in English, Spanish and other languages outlined in the Language Access Act and social distancing markers outside and throughout the building.

24. DCPS shall provide personal protective equipment (PPE), including face masks and hand sanitizer, to all staff, students and pre-approved visitors. DCPS shall provide face shields to Teachers on a weekly basis.

25. Classrooms shall be furnished with hand sanitizer and cleaning supplies to maintain a clean workspace.

26. DCPS shall ensure that face masks are available at all times at the school sites.

27. The facility shall follow existing procedures for reporting communicable disease. In the event of

a confirmed case of COVID-19 of any individual who has been inside a school building, DC Health, school staff, and the entire school community shall be notified within 24 hours after DC Health has notified DCPS.

28. In the event of a COVID-19 exposure, DCPS shall follow the appropriate reporting, contact tracing, quarantine, and return to work clearance protocols required by DCHealth.

29. Teachers who contract COVID-19 or come into close contact with individuals as defined by DC Health contact tracing guidelines, during the academic year are subject to a 14-day quarantine period and shall be entitled to any and all applicable benefits and/or leave under the Families First Coronavirus Response Act (FFCRA), the COVID-19 Emergency Support Act, or any other applicable law. Distance teaching, if available, may be allowed, on a case-by-case basis. Teachers who have to miss work because a child or other household member contracts COVID-19 during the school year shall be referred to the Leave of Absence (LOA) team.

30. Teachers who are required to quarantine or self-isolate, because of a positive COVID-19 test or the recommendation of a healthcare provider, shall be entitled to any leave under the Families First Coronavirus Response Act (FFCRA), the COVID-19 Emergency Support Act, or any other applicable law.

31. If any teacher reports that they have been exposed to a person who is positive for COVID-19, the teacher shall not enter the facility until cleared by their healthcare provider or they have completed their 14-day quarantine period without becoming symptomatic or diagnosed with COVID-19.

32. DCPS shall follow all re-entry protocols (symptom based or test based) established by DC Health and OSSE. Employees will be trained in the requirements through a professional development session. DCPS shall provide free weekly testing for staff working in person. This testing shall be provided at current DC Health testing sites during times designated as priority for DCPS employees. Rapid testing will be available at the school site for individuals (staff and/or students) exhibiting symptoms. DCPS shall not require any Teacher to test students for COVID-19.

33. Clear protocols shall be established to govern the entry and exit of parents, community members, and guests.

34. DCPS shall update HVAC systems, ensuring they meet the standard for safe airflow in accordance with ASHRAE guidelines, for all schools that are reopening.

35. DCPS shall first utilize the pool of substitute teachers available in the event that a Teacher cannot perform their duties.

36. DCPS shall allow all bargaining unit members to choose whether to perform their duties either in-person or online/remotely, by informing DCPS of their choice for the 2020-21 school year (or until the end of the pandemic health emergency, whichever is sooner). DCPS shall distribute a Statement of Intent (SOI) within seven (7) school days of the execution of this agreement. Teachers shall inform DCPS of their choice within seven (7) school days after the SOI is distributed to staff. The SOI shall include the following options: "1) I am interested in returning to teach in person; 2) I am interested in continuing Distance Learning." For Term 2, only bargaining unit members who have opted in for in-person instruction shall return to work physically. For Terms 3 and 4, DCPS shall first utilize the bargaining unit members who have opted in for in-person instruction. However, if family demand exceeds availability of bargaining unit members, DCPS may assign bargaining unit members for in-person instruction as needed, for Terms 3 and 4, excluding staff who have been approved for leave or a virtual workplace accommodation pursuant to the Families First Coronavirus Response Act (FFCRA), the COVID-19 Emergency Support Act (CESA), the Family Medical Leave Act (FMLA), the DC FMLA, the Americans with Disabilities Act (ADA) or any other applicable law shall not be required to teach in-person. DCPS shall provide WTU with the family demand data for each Term at the beginning of the Term.

37. WTU agrees to use best efforts to encourage its membership to timely (within 7 days of distribution) inform DCPS of their choice to perform their duties either in-person or online/remotely. The Parties agree that WTU reserves the right to bargain with DCPS over safety and health conditions for Terms 3 and 4, not previously agreed to or those that arise due to unforeseen circumstances occurring throughout the duration of the term of this agreement.

II. Early Childhood Education (ECE), Special Education / Elementary Education

38. In the event a child has an accident (urinating, defecating, or vomiting in/on clothing), all Pre-K and self-contained classrooms shall be furnished with additional PPE including, but not limited to, gloves, wipes, pull-ups, and bleach. DCPS shall supply additional hand soap to be used in order for students to clean their hands between changing centers.

39. ECE and elementary students are to be required to wear masks or recommended alternatives such as a face shield or loose-fitting scarf. Students with medical conditions or disabilities will be

accommodated appropriately in alignment with DCPS policy.

40. DCPS shall provide training on appropriate routines and procedures to implement, instruct and enforce social distancing guidelines consistent with DC Health guidelines.

41. On Wednesdays, DCPS shall allow all Special Education teachers and Related Service Providers who have case management duties at least a half day block, to be used exclusively for case management/assessment, IEP /Eligibility/Multi-Disciplinary Team (MDT)/Analyzing Existing Data (AED) meetings and other SPED related paperwork.

III. Opportunity Academies

42. DCPS shall use its best efforts to work with third party operators to make childcare available during times students are attending in-person courses.

43. Evening classes shall continue to be made available for students who cannot attend school during traditional hours.

IV. Inner Core & Librarians

44. Protocols shall be established for School Librarians and Inner Core teachers to ensure limited exposure to coronavirus if they are required to push into classrooms. Protocols shall be established according to guidelines set by the CDC and/or American Association of School Librarians before librarians/teachers are required to issue and retrieve books.

45. DCPS shall retain the use of libraries, gymnasiums, and other common facilities, for the purpose for which they were intended. DCPS shall not repurpose these spaces as general education spaces in a manner that will undermine the access of students to the courses and resources they offer.

V. General Provisions

46. This MOA may be extended by mutual agreement of the Parties.

47. All components of the current DCPS-WTU Collective Bargaining Agreement shall remain in full effect except for those provisions modified by the terms of this Agreement. Nothing in this Memorandum of Agreement shall operate or be construed to waive, amend, abrogate, or release the parties from any provisions of the collective bargaining agreement between the parties. Disputes concerning the interpretation, application, or enforcement of the provisions of this Memorandum of Agreement shall be subject to and resolved through final and binding

expedited arbitration under the rules and procedures of the American Arbitration Association.

48. Within seven (7) days of execution of this agreement, WTU will file a notice with PERB acknowledging that DCPS is in compliance with the Preliminary Relief Order in PERB Case No. 20-U-30.

49. Within seven (7) days of execution of this agreement, DCPS will voluntarily withdraw its ULP, Case No. 21-U-03 and further, will not take any adverse actions against any WTU bargaining unit members related to ULP, Case No. 21-U-03.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement by their duly authorized representatives.

District of Columbia Public Schools

Lewis D. Ferebee

Lewis Ferebee, Chancellor
District of Columbia Public Schools

Date: 12/17/2020

WASHINGTON TEACHERS' UNION
LOCAL #6, AMERICAN FEDERATION
OF TEACHERS, AFL-CIO

Elizabeth A. Davis, President
Washington Teachers' Union, Local #6
American Federation of Teachers,
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Date: 12/17/2020