

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 (Agreement) regarding health and safety issues for the 2021-2022 school year relating to the COVID-19 pandemic health emergency. This Agreement shall be effective upon its execution date and shall continue through the remainder of the 2021-2022 school year. The Parties hereby agree as follows:

1. GENERAL PROVISIONS

- 1.1. DCPS shall align health and safety protocols to the fullest extent possible with CDC, OSSE and DC Health guidelines, as they may be periodically amended, for reopening and operating schools during the 2021-2022 school year.
- 1.2. Teachers shall not be disciplined, intimidated, retaliated against, or otherwise discouraged from reporting health and safety concerns.

1.3. Simultaneous In-Person and Virtual Instruction

- 1.3.1. The parties recognize that providing both in-person and virtual instruction simultaneously ("simultaneous instruction") is significantly more challenging for Teachers, disrupts the learning environment for students, and requires additional planning on the part of the Teacher in advance of the class day to prepare for simultaneous instruction and become familiar with the required technology.
- 1.3.2. DCPS may require Teachers to provide simultaneous instruction only when a student has a documented health condition that requires the student to be taught virtually during the COVID-19 pandemic, and DCPS cannot meet its legal obligations regarding that student's educational needs (e.g., IEP) through the DCPS Virtual Academy. Furthermore, DCPS shall utilize all available resources before requiring Teachers to provide simultaneous instruction. DCPS shall not require Teachers to provide simultaneous instruction for student or family convenience.
- 1.3.3. When making assignments for simultaneous instruction, DCPS shall consider Teacher preference, as well as the burden and effect on the Teacher of performing simultaneous

instruction, and make assignments in the manner that is the least burdensome and least disruptive to the Teacher and the students' learning environment.

- 1.3.4. When a student is assigned to a Teacher for instructional areas that are considered specialized (such as, but not limited to SPED or ELL), that Teacher may be required to provide simultaneous instruction for a semester to meet the needs of virtual students and in-person students. In these instances, Teachers shall receive a \$1200 stipend per full semester of such assignment.
- 1.3.5. In instances where teachers have simulcast technology available and have been trained, and students in those classrooms are quarantined, simulcast may also be utilized as an additional tool for ensuring continuity of instruction.
- 1.3.6. Teachers who are required to provide simultaneous instruction will be provided a document camera, wireless speakers, and Microsoft LifeCam Studio camera, which allows a teacher to position the camera with minimal effort to capture themselves, the board or the classroom when needed. Every teacher will also be provided with a headset which includes an external microphone.
- 1.3.7. Any Teacher required to provide both in-person and remote instruction simultaneously, that does not have a semester long assignment for simulcast instruction, shall receive a one-time stipend of \$300 per semester. This payment will be provided at the end of the school year.
- 1.3.8. Teachers shall not be required to teach outside of their licensed disciplines.
- 1.3.9. 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 absence.
- 1.3.10. Teachers shall receive, at minimum, the required duty-free planning time per week as outlined in the current CBA.
- 1.3.11. Teachers shall be provided prior notice and professional development before Teachers are required to perform new work requirements.
- 1.3.12. DCPS and the WTU recognize that while Teachers provide instruction virtually, 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.
- 1.3.13. DCPS shall post all COVID-19 operational plans, including school specific plans, if any, on the DCPS Reopen Strong website.
- 1.3.14. Although school sites have been open and operating prior to the start of the 2021-22 school year, each DCPS school site shall hold one (1) staff health and safety walkthrough during pre-service week, including all areas of the school site, using the DCPS School Building

Readiness Checklist as agreed upon by DCPS and WTU. DCPS shall also provide school site HVAC updates, upon request.

1.3.15 No more than 12 people may participate in the walkthrough and the following individuals will be notified of the walkthrough and encouraged to participate, but not required:

- School Principal;
- The WTU Building Representative;
- LSAT Chair;
- All SCAC members;
- Custodial foreman/building engineer or their designee;
- President of the parent-teacher organization.

1.3.16 The DCPS School Building Readiness Checklist shall be signed by each walkthrough team member at the completion of the walkthrough to confirm their participation in the walkthrough. DCPS shall post a copy of the completed checklist signed by team members on a publicly available website.

1.3.17 In the event that items on the DCPS School Readiness Checklist have not been completed or subsequently fall out of compliance, DCPS shall provide a plan with a timeline to remediate the item(s) to the school leader or Operations designee which will be made available upon request.

1.3.18 In the event that DCPS deems conditions unsafe for in-person learning, DCPS shall immediately close down the school and notify the school community of these unsafe conditions. DCPS shall not reopen the school until conditions are safe for in-person learning.

1.3.19 Teachers assigned to facilitate virtual learning shall have access to internet and DCPS devices.

1.3.20 DCPS shall provide all Teachers with professional development on COVID-19 prevention and response for health and safety protocols in place for DCPS.

1.3.21 DCPS shall have a health care professional at each school site, during the school hours that the school is open for at least the first term of the year. Prior to the conclusion of first term, DCPS shall consult the WTU concerning the need for health care professionals assigned to school sites.

1.3.22 DCPS shall designate an isolation area for students 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.

- 1.3.23 DCPS shall provide appropriate signage in English, Spanish and other languages outlined in the Language Access Act, as well as robust signage to remind staff and students of health and safety guidance, including social distancing. DCPS shall also provide Teachers with floor tape to mark distances in their classrooms or other areas of the school building, upon request.
- 1.3.24 In the event of a COVID-19 exposure at a school site, DCPS shall follow the appropriate reporting, contact tracing, quarantine, and return to work clearance protocols required by DC Health. DCPS shall notify school community members, inclusive of WTU Building representative as well as WTU staff for that school site, as soon DC Health reporting guidance allows.
- 1.3.25 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.
- 1.3.26 Clear protocols shall be established to govern the entry and exit of parents, community members, and guests. DCPS shall post such protocols at the entrance of each school building and publish them on a publicly available website.
- 1.3.27 DCPS shall first utilize the pool of substitute teachers available in the event that a Teacher cannot perform their duties.

2. VACCINATION

- 2.1. DCPS shall comply with the DC Mayor's Order 2021-099 as well as any related DCHR issuances.
- 2.2. Any data collected by DCPS about the vaccination status of an individual Teacher shall remain strictly confidential. DCPS may report aggregate data on the vaccination status of staff in general. DCPS shall not discriminate or retaliate against Teachers based on their vaccination status.
- 2.3. DCPS shall not implement any additional policies requiring vaccination or reporting vaccination status without first notifying the WTU and providing WTU with an opportunity to bargain to the extent required by law.

3. VENTILATION

3.1. HVAC

- 3.1.1. DCPS shall ensure that HVAC systems at each school are serviced and operating in alignment with the manufacturer's specifications.
- 3.1.2. DCPS shall ensure that all schools provide acceptable ventilation, for the current occupancy level for each space.

3.1.3. In alignment with ASHRAE recommendations, DCPS will continue the use of MERV-13 filters at the system level or portable True HEPA filters in all classrooms. Additionally, DCPS shall continue to have all demand control ventilation turned off and operate with a modified sequence of operations to maximize fresh air intake, including a 2-hour pre-occupancy flushing daily.

3.1.4. Indoor Air Quality Monitors

3.1.4.1. DCPS shall ensure that at least ten indoor air quality monitors that are capable of measuring CO₂ levels have been installed and are functioning at each school site, with at least one such monitor in each HVAC zone, prior to the first day of in-person learning for the 2021-2022 school year.

3.1.4.2. After the first day of school for Teachers for the 2021-2022 school year, if the installed air quality monitors show elevated concentrations of PM_{2.5}, or CO₂, or show that CO₂ levels failed to reach an equilibrium over the course of the school day following occupancy, DCPS shall reevaluate the school's ability to increase outdoor air delivery and make appropriate adjustments, in consultation with a third-party licensed professional engineer. For the purposes of this provision, "elevated concentration" means CO₂ levels above 1100 parts per million (ppm) for more than 90 consecutive minutes.

3.1.5 Indoor Air Quality Monitor Reports

3.1.5.1 After the first day of school for Teachers for the 2021-2022 school year, DCPS shall provide monthly reports, compiled by a third-party vendor, to show the air quality readings from the installed air quality monitors for PM_{2.5}, and CO₂, at each school.

3.1.5.2 The monthly air quality report shall contain air quality results, an infection risk index, the number of portable HEPA filters per site, IAQ monitors, date of last filter change, PM_{2.5} events, low peak, and average CO₂ levels and indication if events were cleared within a 90-minute period. DCPS will provide training on the report contents prior to their launch.

3.1.5.3 DCPS shall provide the monthly air quality reports during the first week of each month beginning in September 2021. In addition to the first monthly air quality report, DCPS shall provide a report guide which will include an overview and purpose of the report, key terms and definitions as well as a FAQ which shall include the established protocol for responding to and mitigating an air quality event.

4. TESTING AND SCREENING

4.1. Screening

- 4.1.1.DCPS shall conduct security screenings, inclusive of health and safety protocols, for all visitors prior to entry to school buildings. Visitors who do not pass the screening, shall not be permitted in school buildings.
- 4.1.2.DCPS shall inform staff, students, and parents of the screening process for entry to schools for COVID-19 illness.
- 4.1.3.DCPS shall regularly advise Teachers, staff, and students exhibiting symptoms before they arrive to school to stay home, get tested for COVID-19, and follow the protocol for quarantining and returning to in-person learning. Teachers, staff and students who are exhibiting symptoms will not be permitted in school buildings until they have completed the 10-day quarantine period or received a negative test result, whichever is sooner.

4.2. Testing

- 4.2.1.DCPS shall not require any Teacher to test students for COVID-19.

5. COHORTS & DISTANCING

5.1. Cohorts

- 5.1.1.DCPS shall cohort and minimize the mixing of students from different grade levels to the extent possible.

5.2. Social Distancing

- 5.2.1.Where mask use is universal, DCPS shall ensure at least three feet of physical distance between people where possible.
- 5.2.2.Where masks cannot be worn, such as when eating, DCPS shall ensure the maximum amount of physical distance between people.

6. PPE

- 6.1. DCPS shall require all persons entering a DCPS facility, including those who are fully vaccinated, to wear a face mask covering their mouth and nose at all times while in schools, on school buses, and while participating in any school-related activities. Persons with medical conditions or disabilities will be accommodated appropriately in alignment with DCPS policy.
- 6.2. DCPS shall provide personal protective equipment (PPE), including face masks, and hand sanitizer, to all staff, students and visitors.

- 6.3. Teachers who, by the nature of their teaching assignment, may come in contact with bodily fluids or excretions, or work with students who have difficulty observing masking protocol, shall be provided with appropriate protective equipment.
- 6.4. DCPS shall make appropriate face masks available to Teachers and students with communication challenges to facilitate instruction.

7. HYGIENE

- 7.1. DCPS shall furnish classrooms with hand sanitizer and cleaning supplies to maintain a clean workspace.
- 7.2. DCPS shall ensure that schools are cleaned and disinfected on a daily basis, and that schools receive a deep cleaning after suspected or reported COVID-19 cases. DCPS shall ensure that high-touch areas are cleaned and disinfected throughout the day.

8. LEAVE

- 8.1. Teachers who contract COVID-19 or come into close contact with individuals as defined by DC Health contact tracing guidelines, are subject to a 10-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.
- 8.2. In the event that a Teacher is required to quarantine, but is willing and able to teach remotely, DCPS shall give the Teacher the option to teach remotely and shall not require the Teacher to expend accrued sick leave.
- 8.3. Teachers who are compelled 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.
- 8.4. 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 FFCRA, the COVID-19 Emergency Support Act, or any other applicable law prior to being required to use their accrued sick leave, unless otherwise required by law.
- 8.5. For the duration of this Agreement, Teachers shall be entitled to the leave entitlements set forth in D.C. Code § 32-502.01.

9. HEALTH AND SAFETY SITUATION ROOM

- 9.1. A designated senior DCPS liaison and a designated senior WTU liaison shall meet every week on Tuesday at 3pm to discuss issues related to COVID-19, including but not limited to cases and

trends in each school; community transmission; actions/steps taken after COVID-19 cases are reported; operating status of buildings such as HVAC systems and other infrastructure issues; any violations of COVID-19 mitigation policies; availability of PPE; COVID-19 testing and reporting schedules.

9.2. Both parties agree to continue using the Health and Safety Situation Room reporting protocol.

10. EARLY CHILDHOOD EDUCATION (ECE), ELEMENTARY EDUCATION, AND SPECIAL EDUCATION

- 10.1. 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.
- 10.2. Students with medical conditions or disabilities will be accommodated appropriately in alignment with DCPS policy.
- 10.3. DCPS shall provide training on appropriate routines and procedures to implement, instruct and enforce social distancing guidelines.

11. OPPORTUNITY ACADEMIES

- 11.1. DCPS shall use its best efforts to work with third party operators to make childcare available for opportunity academies students with children during times opportunity academies students are attending in-person courses.
- 11.2. Evening classes shall continue to be made available for students who cannot attend school during traditional hours.

12. DISPUTE RESOLUTION

- 12.1. Disputes concerning the interpretation, application, or enforcement of the provisions of this Agreement shall be subject to and resolved through final and binding expedited arbitration under the rules and procedures of the American Arbitration Association.

13. DURATION & EFFECT

- 13.1. This Agreement may be extended by mutual agreement of the Parties.

- 13.2. 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 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.

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

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

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



Lewis Ferebee

Chancellor

District of Columbia Public Schools

Date: August 18, 2021



Jacqueline Pogue Lyons

President

Washington Teachers' Union, Local #6 American
Federation of Teachers, AFL-CIO

Date: August 18, 2021