

**GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
BOARD OF EDUCATION**
“Building a Bright Future for All Learners”

Special Board Meeting
March 4, 2021
6:00 p.m. Closed Session
7:00 p.m. Open Session

To Join Meeting
Webinar:
<https://galt-k12-ca.zoom.us/j/85397373108?pwd=M0pHbUNScjB4R0lOTmlwR01ockVmQT09>
Passcode: 909651
Webinar ID: 853 9737 3108
Phone Participation: 408-638-0968

Location: The Board meeting is a blended hybrid meeting with the trustees convening at a school location and broadcasted through teleconference for public access.

AGENDA

The teleconference meeting is being recorded and is being held pursuant to Executive Order N-25-20 issued by California Governor Gavin Newsom on March 12, 2020.

The public may observe the open session meeting by using the zoom link or phone number on the agenda.

Public Comment will be accepted by teleconference following the teleconference protocol included in the board packet.

- Public Comment is limited to three minutes or less.
- Comments indicating agenda topics can also be emailed to aharen@galt.k12.ca.us by 12:00 p.m. on March 3, 2021 and is limited to 450 words.

Individuals requiring reasonable modifications to access the meeting or accommodations in order to observe or participate in the Board meeting are invited to contact April Haren at 209-744-4545 or at aharen@galt.k12.ca.us by March 3, 2021.

- A. 6:00 p.m. – Closed Session: Vernon E. Greer Elementary Bright Future Learning Center Conference Room**
- B. Announce Items to be Discussed in Closed Session, Adjourn to Closed Session**
1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6
Agency Negotiator: Karen Schauer, Lois Yount, Donna Mayo-Whitlock, Claudia Del Toro-Anguiano
 - Employee Agency: (GEFA) Galt Elementary Faculty Association
 - Employee Agency: (CSEA) California School Employee Association
 - Non-Represented Employees
- C. Adjourn Closed Session, Call Meeting to Order, Flag Salute, Announce Action Taken in Closed Session**

D. Teleconference Board Meeting Protocol

E. New Business

202.175 Board Consideration of Approval of Memorandum of Understanding (MOU) between Galt Elementary Faculty Association (GEFA) and GJUESD Regarding the First Addendum to the November 16, 2020 Agreement to Reopen Schools through In-Person, On Campus Blended Instruction MOTION

202.176 Board Consideration of Approval of Memorandum of Understanding (MOU) between GJUESD and City of Galt for the Purpose of Developing and Operating a COVID-19 Testing Program at Chabolla Center in Galt, CA MOTION

F. Pending Agenda Items

1. School District Properties
2. Low Performing Block Grant: Mathematics
3. Brown Act Updates

G. Adjournment

The next regular meeting of the GJUESD Board of Education: March 24, 2021

Board agenda materials are available for review at the address below.

Galt Joint Union Elementary School District
1018 C Street, Suite 210, Galt, CA 95632
(209) 744-4545



Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632
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Board Meeting Agenda Item Information

Meeting Date: March 4, 2021	Agenda Item: Closed Session
Presenter: Karen Schauer	Action Item: Information Item: XX
<p>1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6 Agency Negotiator: Karen Schauer, Lois Yount, Donna Mayo-Whitlock, Claudia Del Toro-Anguiano</p> <ul style="list-style-type: none">• Employee Agency: (GEFA) Galt Elementary Faculty Association• Employee Agency: (CSEA) California School Employee Association• Non-Represented Employees	



Galt Joint Union Elementary School District
BOARD MEETING WEBINAR PROTOCOL

SESSION INTRODUCTION

1. Session is being recorded
2. Devices are muted

MAKING PUBLIC COMMENT PER ACTION ITEM

Email Public Comment

1. Email public comments, sent to aharen@galt.k12.ca.us 24 hours prior to the board meeting, will be read aloud by a meeting facilitator.
2. Email public comment is limited to 450 words.

Teleconference Webinar Public Conference

1. As the board meeting progresses, **please use the raised hand icon** to make public comment for items on the agenda.
2. A meeting facilitator will announce your name, when it is your turn to provide public comment.
3. When unmuted, please state your name and indicate the agenda topic you are commenting upon.
4. Public comment is three minutes.

BOARD VOTE and CONNECTIVITY

1. For action items, the motion will be followed by a roll call vote.
2. Should a board member lose connectivity by teleconference or phone, the meeting will be delayed five minutes before reconvening.



Board Meeting Agenda Item Information

Meeting Date: March 4, 2021	Agenda Item: 202.175 Board Consideration of Approval of Memorandum Of Understanding (MOU) between Galt Elementary Faculty Association (GEFA) and GJUESD Regarding the First Addendum to the November 16, 2020 Agreement to Reopen Schools Through In-Person, On Campus Blended Instruction
Presenter: Karen Schauer and Claudia Del Toro-Anguiano	Action Item: XX Information Item:

GJUESD and GEFA have reached a tentative agreement to support the transition to on-campus, blended learning model for in person instruction prior to the spring break period. Middle school transition to the in person blended model in March will be dependent on meeting the revised California case rate criteria.

Agreement components include:

1. Transitioning preparation
2. Student orientation sessions
3. Alignment to January 14, 2021 California Department of Public Health (CDPH) guidance

Fiscal Impact: \$180,000 covered through COVID-19 emergency funding.

Attachments:

1. February 26, 2021 Addendum MOU
2. November 16, 2020 MOU

**First Addendum
to
Memorandum of Understanding dated November 16, 2020,
Between Galt Joint Union Elementary School District (District)
And
Galt Elementary Faculty Association (GEFA)
Regarding In-Person, On Campus Blended Instruction**

February 25, 2021

This is an Addendum Agreement (“Addendum Agreement”) to replace and revise portions of Article 2 - Transition to a Blended Model of the Memorandum of Understanding (“November 16, 2020 MOU”) between Galt Joint Union Elementary School District (District) and Galt Elementary Faculty Association (GEFA), as described in this Addendum Agreement below.

Accordingly, in the interest of complying with California and County Department of Public Health Guidance and the Governor’s Orders regarding the implementation of the Blended Instructional Model during the 2020-2021 school year and to address the working conditions of GJUESD unit members providing instruction, the Parties agree to the following:

The Parties agree to revise and replace Article 2- Transition To A Blended Model of the November 16, 2020 MOU.

The Parties agree that certificated employees will provide instruction within the Blended Model once the State guidance and metrics allow.

The Parties agree that on January 14, 2021 the updated State guidance with an adjusted case rate was established. TK-6 elementary schools may reopen for In-Person when the COVID-19 case rate for Sacramento County falls below 25 cases per 100,000. For middle school, the adjusted COVID-19 case rate for Sacramento County must be 7 or less cases per 100,000 before middle schools can reopen.

2.1 During the transition from Distance Learning to a Blended Model, March 11, 12, 15, 16, 17 are designated as on-site staff preparation days. The daily synchronous instructional minutes for those days will be a minimum of 60 minutes to allow teachers time to prepare for in-person instruction. To meet the required daily instructional minutes, students will be assigned asynchronous work for the remainder of the day. Preschool teachers will reduce synchronous instruction to one 20-minute meeting for the week. During this week, two hours will be set aside for site administration to clarify safety protocols and procedures for the return to in-person instruction. This two hour meeting will be scheduled so there is minimal interruption to the cohort schedules. All bargaining unit members will fully participate in the two hour safety meeting through Zoom or in person. In addition, bargaining unit members who are continuing to serve students remotely will be available remotely or in person to consult or collaborate with colleagues over the course of the five-day transition period taking place March 11, 12, 15, 16, 17.

When Red Metrics are reached that allow middle school to return to in-person instruction, middle school teachers will move to asynchronous instruction for three days. This will assist with the preparation for in-person instruction. Middle school teachers will provide synchronous instruction on Tuesday and Thursday and will assign asynchronous instruction on Monday/Wednesday/Friday of that week. Middle school teachers will provide in-person instruction the week after that.

2.2 PreK- 6 certificated employees will implement the transition to the in-person blended model beginning the week of March 15, 2021. March 18 and 19 will be orientation days.

2.3 Given current metrics, middle school will reopen for in-person instruction once the county has been in the substantial (Red) tier for 5 consecutive days. Parties agree to meet and confer on reopening for in-person schedules.

2.4 All certificated employees will receive a \$750 stipend to recognize efforts of transitioning to reopen schools. Report cards will be delayed to March 19 and sent home by March 26. Student school supplies will be ordered by site administration as needed.

2.5 As a result of any State/County/District order for an emergency closure, the District may transition from one instructional model to another: Modified Traditional Model, Blended Model, Cohort Model, or Distance Learning Model.

2.6 If the second vaccine becomes available between Tuesday and Friday, in-person instruction will not take place on the day of the vaccine. Students will be assigned asynchronous instruction on this day. If the vaccine takes place between Monday and Thursday, in-person instruction will not take place the day after the vaccine and students will be assigned asynchronous instruction on this day.

The Parties agree that this Addendum Agreement, when read together with the November 16, 2020 MOU and MOU regarding On Campus Small Cohort Support, represents the complete agreement between the Parties regarding changes to Article 2 of the November 16, 2020 MOU regarding In-Person, On Campus, Blended Instruction.

This agreement is a one-time agreement to navigate the pandemic and is a non-precedent setting. This Addendum to the MOU resolves the negotiable impacts of implementing the transition to and implementation of the above Blended Instructional Model. The parties reserve the right to negotiate any additional impacts not already covered by the collective bargaining agreement, previous MOUs, and this MOU.

This MOU can be enforceable by Article XVI, Grievance Procedure, in the collective bargaining agreement.

Tentative agreement has been reached on February 26, 2021.

Karen Schauer

Name

Heather Wetzel

Name

Superintendent

Title

GEFA President

Title

Karen Schauer
On behalf of District

Heather Wetzel
On behalf of GEFA

Feb. 26, 2021
Date

2/26/21
Date

**Memorandum of Understanding Between
Galt Joint Union Elementary School District (District)
And
Galt Elementary Faculty Association (GEFA)
Regarding In-Person, On Campus Blended Instruction
November 16, 2020**

The Galt Joint Union School District ("District") and the Galt Elementary Faculty Association ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 and the progression of opening schools under a blended model during the 2020-2021 school year. The Parties reaffirm previous MOUs by and between the Parties regarding the COVID-19 emergency.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students. The mutual goal is to do no harm to students and staff while providing the best possible learning opportunities for students. This agreement only applies to the temporary effects due to COVID-19 in 2020-2021 and shall not be precedent setting for future contract negotiations.

The Parties acknowledge that local health orders must be followed per the law. The District will utilize local health recommendations and the Governor's metrics to determine the safe reopening of schools. The Parties will continue to meet and negotiate safety measures and how to safely reopen our schools under the guidance parameters outlined above, with negotiated safety measures in place before the reopening of schools.

The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") except as otherwise agreed to in this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act ("EERA") California Government Codes 3540 et seq. apply and remain in effect.

The School Board approved Initial Transitional Reopening Schools Model included in this agreement as Addendum "A" provides conditions under which students and staff can return to in-person learning or return to distance learning if conditions worsen. The Blended Model shall be in effect until conditions permit the transition to the modified traditional model based upon health conditions and board of trustees direction. The Parties will work together to ensure that equitable services to high needs learners are provided. All Bargaining Unit members shall work at their designated site while providing

services under the Blended Learning Model.

The Parties also share a joint goal to fully implement Senate Bill 98 (Education Code section 43500 et. seq.) by offering in-person instruction to the greatest extent possible as conditions become safe for staff and students.

The Parties agree to the following:

ARTICLE 1: DEFINITIONS

1.0 "Blended" - a learning model in which students receive instruction in a blend of at home and at school manner.

1.0.1 Instructional configurations for 'blended' learning models may vary based on accommodations requested by bargaining unit members. Accommodations will consider the number of students requesting distance learning, classroom size, teacher or professional learning community ("PLC") regrouping considerations.

1.1 "Classroom" - Any academic, learning, assessment, or instructional space used by students, certificated, classified, parents, administrators, or other adults on a school campus. This applies to both indoor and outdoor learning spaces, and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus.

1.2 "Cohort" - Students in small, stable groups with fixed membership that stays together for all activities (e.g. instruction, lunch, recess) as much as practicable. Cohort members should minimize/avoid contact with other groups or individuals who are not part of the cohort. For in-person instruction in the Blended model, the maximum cohort size is determined by the number of student desks that meet the 6 feet physical distancing requirements in the classroom. The average classroom can safely accommodate up to 16 students.

1.3 "Common Equipment" - Any school equipment or structures that are designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, recess/playground equipment, physical education equipment, pens, pencils, etc.

1.4 "Common Space" - Any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but is not limited to, school offices, nurse stations, playgrounds, blacktops, quads or outdoor gathering spaces, hallways, bathrooms, etc.

1.5 "Hand Sanitizer" - Product must contain at least 60% alcohol. Ethyl alcohol is preferred and should be used when there is the potential of unsupervised use by children. Isopropyl alcohol hand sanitizers are more toxic and can be absorbed through the skin. Hand sanitizers containing methanol are toxic and shall not be used. (See CDC and FDA Advisories.)

1.6 "Personal Protective Equipment ("PPE")" - Equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and includes face coverings, masks, face shields with neck guards, barriers, gloves, goggles, etc.

1.7 "Physical Distancing" - Social distancing to help decrease the spread of the virus by increasing the space between people to at least six (6) feet and reducing the number of different people with whom a person interacts.

1.8 "Core Subjects" - At the middle school level, core subjects (4) refers to English Language Arts, Mathematics, Science, and History-Social Studies.

ARTICLE 2: TRANSITION TO A BLENDED MODEL

The Parties agree that teachers and certificated employees will provide on campus instruction within the Blended Model, beginning no earlier than January 4, 2021.

2.1 During the transition from Distance Learning to a Blended Model (the week of December 14-18 or January 13-15), the daily synchronous instructional minutes will be a minimum of 60 minutes to allow teachers time to prepare for in-person instruction. To meet the required daily instructional minutes, students will be assigned asynchronous work.

2.2 With changing pandemic conditions, it is anticipated that the District will experience multiple instructional models during the 2020-21 school year. Transitioning to a more or less restrictive model can happen based upon the orders of the California Governor, and/or directives and guidance of the California Department of Public Health, and /or Sacramento County Department of Health along with the District Board of Trustees direction.

2.2.1 When transitioning to a less restrictive model, bargaining unit members will be informed of additional transition dates that may occur with two weeks' notice. The Parties will continue to communicate regularly and further negotiate any impacts related to transitioning instructional program models throughout the school year.

ARTICLE 3: IN-PERSON INSTRUCTION

3.1 Human resources personnel will contact bargaining unit member(s) expressing concerns about returning to discuss potential alternative assignments, possible leave(s), or engage in the interactive dialogue process.

3.2 Should the District have a need for a home learning program for students unable to attend on campus instruction, District teachers may apply.

3.2.1 Criterion for selection include:

Employee Need (Medical Provider Note for preexisting conditions increasing sensitivity to COVID)

Employee lives with someone (Medical Provider Note for preexisting conditions increasing sensitivity to COVID)

ARTICLE 4: SCHEDULES

Teachers will provide in-person instructional services following the schedule(s) set forth below. During blended learning while in the Red and Orange Tiers, Speech, RSP, Psychologists, Adaptive Physical Education, Music, Physical Education("PE"), and full time Exploratory teachers will develop schedules and work collaboratively with site administration. The schedules may include remote location and/or in person on campus services during synchronous and asynchronous time. Speech services will be provided during asynchronous time to the extent possible.

When necessary, staff may provide specialized/targeted services for individual students or to students in more than one cohort if the specialist is moving between classrooms for a limited amount of time during the school day. Case managers will resume one-to-one special education assessments when blended learning begins. All bargaining unit members will provide services on campus during the In-Person Modified Traditional (Yellow Tier).

4.1 For the 2020-21 school year, the **minimum school day** for a local educational agency is as follows:

- a) Instructional minutes for Preschool: FD- 420, Pt Day- 180, Special Day class- 150
- b) 180 instructional minutes for transitional kindergarten/kindergarten
- c) 230 instructional minutes for grades 1-3 and full day kindergarten
- d) 240 instructional minutes for grades 4-8

4.2 The preschool schedule is as follows:

Wrap Around Full Day/Part Day Classes	Part Day: 4 Year old	Part Day: 3 Year Old	Part Day: Special Day Class - Special Education
Monday - Friday Part Day Students 8:00-11:30 11:30 dismissal <i>10 minute morning teacher break</i> Full Day students: 8:00-3:00	Cohort A: ½ class Monday/Tuesday /alternate Wed. Cohort B: ½ class Thursday/Friday/alternate Wed AM Part-Day Hours 8:30-11:30 PM Part-Day Hours 11:30-2:30 (8:00-8:30 prep to provide packets for 2 days per week)	Cohort A: ½ class Tuesday/Wednesday Cohort B: ½ class Thursday/Friday AM Part-day Hours 8:30-11:30 Mondays: Playgroup 9:00-11:00 Distance Learning for non-returning (1 Zoom + packets)	Monday - Friday AM Class: 8:00-10:30 10:30-12:30 Lunch; custodial PM Class 12:30-3:00

4.3 Special Education Special Day Class("SDC")

Special Education SDC teachers shall provide services and instruction consistent with the District proposed schedules with the understanding that adjustments may be needed in order to provide Individualized Education Plan("IEP") services to the greatest extent possible. The District will work collaboratively with case managers to create a daily schedule that will provide adequate case management time, prep time and service delivery time.

The District will address any implementation needs, such as additional staffing needs and/or technology resources. *For example, if SDC bargaining unit members opt to have Galt Learning Equity and Excellence("GLEE") students or students who choose the GLEE 2.0 option then students may remain on caseload. In these configurations, additional instructional support/tech may be provided.*

District SDC Schedule:

- Elementary: AM/PM Schedule or 8:10 am - 12:30 pm
- MMS: AM/PM Block Schedule

To meet mainstreaming requirements as set forth in a student's IEP; SDC students will livestream into their general education classroom, as appropriate with the assistance of an Instructional Assistant("IA").

Mainstreaming: IEP legal requirements- for core subjects

4.3.1 Students receiving SDC services will live stream with their same general education cohort for core subjects that require mainstreaming.

4.3.2 Other mainstreaming will take place during asynchronous instruction time and Monday check-ins.

4.3.3 The District will address any implementation needs, such as additional staffing needs and/or technology resources and support live stream efforts; students will be under the supervision of an IA. If the current IA support is not sufficient to monitor the remote learning, the SDC teacher will inform site administration of the need to receive additional IA support. Site administrator will communicate with the Director of Educational Services to ensure support is provided in a timely manner.

4.3.4 Live streaming will not be recorded without the permission of the live stream general education teacher.

4.4 RSP/Speech/Adaptive Physical Education Considerations

Related service providers and resource specialists will serve students primarily through distance learning and may use in-person instruction when prudent.

4.5 IEP Schedules

IEPs shall be held during the regular workday. On rare occasions that additional time beyond the workday is necessary to complete an IEP meeting, the administrator or his/her designee in attendance at the IEP shall determine whether to schedule an additional IEP date to be held during the workday, or to continue the IEP meeting beyond the work day. Bargaining unit members shall be compensated at their hourly \$40 rate for such additional time beyond the work day. IEP meetings will be held virtually; unit members may perform duties virtually for IEPs, such as consultation and collaboration, preparation, file reviews, etc.

4.6 TK-6 Elementary Schedule

Elementary schools will follow an AM/PM blended instructional model following state and county health guidelines. Mondays will be reserved mostly to provide certificated staff with time to design and refine effective blended learning opportunities. Students will be required to report to in-person instruction Tuesday - Friday.

Mondays

Monday shall be reserved for up to one hour of synchronous instruction, Common Planning Time (“CPT”) and Prep. Bargaining unit members will be provided CPT after providing a synchronous morning time with students for up to one hour. The synchronous time will include taking attendance, taking a lunch count and providing an overview for the week. This one time overview will be provided to students prior to 11:00 am. The bargaining unit members shall set aside 1.5 hours for PLC collaboration. If bargaining unit members are asked to attend an IEP, the meeting shall be scheduled after 2:00 pm. As much as possible, a general education bargaining unit member will not be asked to attend more than two (2) IEP meetings per month on Mondays. If bargaining unit members are asked to attend other types of meetings (SST, MTSS, etc.), the meetings shall be scheduled after 2:55 pm.

Tuesday-Friday

Students will be assigned to either a morning or afternoon session. The sessions will follow the schedules stated below:

Morning Session - 7:55 am- doors open

8:10-10:40 am instruction, staggered dismissal by location

1.5 hr = lunch, prep, sanitizing classrooms

Afternoon Session 12:10 pm- doors open

12:25-2:55 pm instruction, staggered dismissal by location

Transitional Kindergarten(“TK”) - Kindergarten Guidelines:

Full day kindergarten classes will follow the 1st -6th grade schedule.

If the size of the cohort meets the 6-feet of social distancing, kindergarten students will follow an adjusted AM/PM schedule. There will not be any ‘overlapping’ of classes. The following schedules will be in place:

AM Early schedule is 8:10 - 10:10 am AM Late schedule is 10:30 - 12:30 pm

PM Early schedule is 10:25 - 12:25 am PM Late schedule is 12:55 - 2:55 pm

Elementary Music and Physical Education

Music and PE teachers will follow the AM/PM instructional model. Music and PE teachers will serve full day kindergarten through sixth grade. Music and PE teachers will coordinate services to allow for ‘live’ online instruction when the students are at home; therefore, these teachers will be allowed flexibility in creating schedules. More time/services shall be provided to intermediate students. It is recognized that schedules

will provide an average of 20 hours of services per week. Schedules will be shared with the site administration and Director of Curriculum. Music and PE teachers will account for instructional minutes and will provide a grade, if or when needed, for progress monitoring and a final grade at the end of the trimester.

4.7 Middle School Schedule

The middle school will follow an AM/PM blended instructional model following state and county health guidelines. Students will be assigned to either a morning or afternoon session. The sessions will follow the schedules stated below:

Monday

Monday shall be reserved for up to one hour of synchronous instruction, Common Planning Time and Prep. Bargaining unit members will be provided CPT after providing a synchronous morning time with students for up to one hour combined. The synchronous time will include taking attendance, taking a lunch count and providing an overview for the week. This one time overview will be provided to students prior to 11:00 am.

The schedule below will be followed:

8:30- 8:45 am- 1st Period (attendance and lunch count)

8:50 -9:00 am 2nd Period

9:05 - 9:15 am 3rd Period

9:20 - 9:30 am 4th Period

PE/Exploratory do not meet with students on Monday

Core classes will be responsible for providing a minimum of 50 minutes of asynchronous work.

7th and 8th Grade AM - PM Schedules	
Period 1 and 2 Tuesday and Thursday	Period 3 and 4 Wednesday and Friday
Period 1 CORE AM 8:20 - doors open (15 minutes) 8:35-9:35 - instruction (60 minutes)	Period 3 CORE AM 8:20 - doors open (15 minutes) 8:35-9:35 - instruction (60 minutes)
Period 2 CORE AM 9:40-10:40 - instruction	Period 4 CORE AM 9:40-10:40 - instruction
PM Group A - PE, Exploratory or Advisory 8:30-9:10 (40 minutes)	PM Group A - PE, Exploratory or Advisory 8:30-9:10 (40 minutes)
PM Group B - PE, Exploratory or Advisory 9:15-9:55	PM Group B - PE, Exploratory or Advisory 9:15-9:55
PM Group C - PE, Exploratory or Advisory 10:00-10:40	PM Group C - PE, Exploratory or Advisory 10:00-10:40
Teacher lunch and preparation 10:45-12:15 (90 minutes) Sanitizing Classrooms	Teacher lunch and preparation 10:45-12:15 (90 minutes) Sanitizing Classrooms
Period 1 CORE PM 12:20 - 12:35 doors open (15 minutes) 12:35 - 1:35 - instruction (60 minutes)	Period 3 CORE PM 12:20 - 12:35 doors open (15 minutes) 12:35 - 1:35 - instruction (60 minutes)
Period 2 CORE PM 1:40-2:40 - Instruction	Period 4 CORE PM 1:40- 2:40 - Instruction
AM Group A - PE, Exploratory or Advisory 12:30-1:10 (40 minutes)	AM Group A - PE, Exploratory or Advisory 12:25-1:05 (40 minutes)
AM Group B - PE, Exploratory or Advisory 1:15-1:55	AM Group B - PE, Exploratory or Advisory 1:15-1:55
AM Group C - PE, Exploratory or Advisory 2:00-2:40	AM Group C - PE, Exploratory or Advisory 2:00-2:40

At the middle school level, PE, exploratory and advisory classes will follow three (3) 40 minute live-online sessions during the morning and three (3) 40 minute live-online sessions during the afternoon. Students will have access to these sessions when students are at home.

ARTICLE 5: HEALTH AND SAFETY

The District shall follow the COVID-19 guidelines, considerations and orders issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), the Sacramento County Public Health Department (“SCPH”), and the District’s COVID-19 Worksite Specific Plan (Addendum “B”). Where there is a conflict between the various guidelines, considerations, or orders, the District shall make decisions to minimize potential health and safety risks for all bargaining unit members,

students, and their families within the context of the guidelines, considerations, and orders.

5.1 Personal Protective Equipment: The District shall provide appropriate PPE to all bargaining unit members. PPE may include face masks, face shields with neck drapes, gowns, and gloves. In-lieu of using District provided PPE, bargaining unit members may use their own PPE so long as the PPE complies with public health guidelines. All bargaining unit members are expected to wear face coverings while on campus.

5.2 Passive Screening: Parents/guardians will be instructed to screen students/themselves using the Frontline System before leaving for school each day (check temperature to ensure temperatures are below 100.4 degrees Fahrenheit, observe for symptoms such as fever, chills, shortness of breath, difficulty breathing, sore throat, etc.). The District nurse, health services secretary, and/or site health assistants will monitor the Frontline daily screenings.

5.2.1 Parents/guardians will be instructed to keep students at home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19. See the GJUESD Student Safety Commitment Compact (Addendum "C").

5.2.2 These instructions shall be communicated to families and staff prior to the start of in-person instruction.

5.2.3 Training on the use of the Frontline system will be provided to all bargaining unit members and families.

5.2.4 Paper copy will be an acceptable method of daily screenings. These paper copies will be collected at each gate.

5.3 COVID-19 Prevention Protocol for Staff Contract will need to be completed in the Frontline system prior to December 10, 2020.

5.3.1 COVID-19 Prevention Protocol for Students Contract will need to be completed, by parents/guardians, in the Frontline System prior to December 14, 2020.

5.3.2 Staff shall affirm that they will engage in passive wellness screening daily prior to coming to work that includes a self-assessment wellness check that they are free from symptoms consistent with COVID-19 per CDC guidance.

5.4 Classroom Closure: In the event a school/classroom requires closure based upon SCPH recommendation and/or a confirmed COVID-19 infection or exposure has occurred, the District will await SCPH guidance regarding cleaning/sanitization procedure. However, at a minimum, the District will perform a deep cleaning, as per District protocols.

5.5 Face Coverings: Following October 26, 2020 SCPH guidelines, face coverings are required for children age 2 through 8th grade. Face coverings shall also be required outdoors. Children age 2 through 2nd grade can opt to wear a face shield in lieu of a face mask.

5.5.1 District will require all adults on campus to wear face coverings. Per CDPH, in limited situations where a face covering cannot be used for pedagogical or developmental reasons a face shield with drape can be used instead of a cloth face covering while in the classroom as long as the wearer maintains physical distance from others, to the extent practicable.

5.6 Health and Hygiene Practices: Teachers will instruct and model for students how to wash their hands with soap and water. Students will wash their hands or use hand sanitizer when entering the classroom.

5.6.1 Classrooms without a sink will have access to handwashing stations.

5.6.2 All classrooms and workspaces shall be provided hand sanitizer with a minimum of 60 percent ethyl alcohol.

5.6.3 Handwashing/hand sanitizing supplies shall be checked and restocked daily or as needed.

5.6.4 Classroom hygiene practices will be reinforced on a regular basis.

5.7 The District and site administration will communicate health and safety expectations and specific protocols with staff and parents/guardians.

5.7.1 Site administration shall ensure that at least six (6) feet of physical distancing is provided between staff and students and between all staff.

5.7.2 Site administration shall ensure that all staff use face coverings in accordance with CDPH guidelines and Cal/OSHA standards.

5.8 The District shall ensure minimum physical distancing of six (6) feet between all

student workspaces. The District shall ensure minimum physical distancing of six (6) feet between all educator and student workspaces, and between all employee workspaces.

5.8.1 In rare situations in a classroom where the minimum physical distancing requirement is insufficient to provide necessary academic instruction or assessments as mutually agreed to by the bargaining unit member and the site administrator, alternative and effective safety devices shall be used such as plexiglass barriers or face shields for staff.

5.8.2 Unit members who provide services and/or instruction to students unable to wear a face covering due to health concerns or when social distancing may not be possible may request a KN95 mask and shall receive up to two (2) KN95 masks per week.

5.9 Limit Sharing: Administration shall ensure adequate supplies to minimize sharing of hightouch materials (art supplies, equipment, etc.) to the extent practicable or limit use of supplies and equipment to one group of children at a time. Bargaining unit members may, but are not required to, clean and disinfect between uses.

5.10 Air Ventilation and Filtration: The Parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19, especially for individuals in a closed space for extended periods of time, by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.

5.10.1 The District shall ensure all heating, ventilation and air conditioning (“HVAC”) systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit.

5.10.2 HVAC air filters shall be equipped with minimum efficiency reporting value 13 (“MERV13”) filters and changed at the recommended intervals. Classroom spaces or workspaces without adequate central HVAC shall be equipped with low noise high-efficiency particulate air (“HEPA”) air filter purifiers with a large enough capacity and flow rate for the square footage of the room. Classrooms with non-functioning windows will also be equipped with HEPA filter air purifiers.

5.11 Surveillance Testing for Staff:

5.11.1 School districts and schools shall test staff periodically, as testing capacity permits and as practicable. Examples of recommended frequency include testing all staff every two months, where 25% of staff are tested every 2 weeks, or 50% every month to rotate testing of all staff over time.

5.11.2 COVID-19 testing will be available free of charge to District staff.

5.12 Effective January 1, 2021, pursuant to Assembly Bill 685, the District shall meet all notice requirements set forth in Labor Code section 6409.6.

ARTICLE 6: WORK HOURS

6.1 Bargaining unit members shall not be required to work beyond their total contractual hours in a given day (7.0 hours).

6.2 Should a bargaining unit member agree to work beyond their total contract hours in a given day at the specific request of the District or administration, that member shall be compensated at the adjunct duty hourly rate of \$40.

6.3 Bargaining unit members who are providing instruction through GLEE Academy or other home learning option shall have the option to work remotely .

6.4 Bargaining unit members who have indicated a need for accommodation(s), and who have provided required documentation, may be temporarily granted the flexibility to work from home if the District can support such accommodations.

ARTICLE 7: CHILDCARE

7.1 Childcare for school-age (TK-8) children will be provided to certificated staff. Childcare may be provided on the certificated member's site or the school within the District the student attends. There will be one or more designated childcare sites on each side of the freeway.

ARTICLE 8 - LEAVES

8.1 Use of Leaves: The Parties agree that unit members who are unable to meet the expectations included in this MOU regarding the Blended Learning Model, service work, and availability during contract hours shall use any sick leave or personal necessity leave entitlement (including Federal Families First Coronavirus Response Act ["FFCRA"] emergency paid sick leave and expanded family & medical leave) that they may be eligible for consistent with law and the Parties' collective bargaining agreement.

8.2 The Parties agree that all collectively bargained leave provisions will remain in full effect for the duration of the pandemic. Eligible unit members will also be entitled to any new COVID-19 federal and/or State leave benefits.

8.3 FFCRA: The Parties acknowledge that subject to subsequent legislation, the FFCRA includes several qualifying reasons for leave. Check with the Human Resources Department for more information and to apply.

8.4 Under the FFCRA, the federal Department of Labor has stated that certain employees qualify for paid sick time if the employee is unable to work (or unable to work remotely) due to a need for leave because the employee:

8.4.1 Is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;

8.4.2 Has been advised by a health care provider to self-quarantine related to COVID-19;

8.4.3 Is experiencing COVID-19 symptoms and is seeking a medical diagnosis;

8.4.4 Is caring for an individual subject to an order described in (8.4.1) or self-quarantine as described in (8.4.2) above;

8.4.5 Is caring for a child whose school or place of care is closed (or childcare provider is unavailable) for reasons related to COVID-19; or

8.4.6 Is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury; or

8.4.7 The FFCRA qualifying reasons included in sections 8.4.1 through and including 8.4.6 above do not include general Shelter in Place or Shelter at Home State and County orders that exempt essential service workers including K-12 employees from such orders. For example, a Shelter at Home order alone is not sufficient for eligibility for FFCRA leave. However, an individual bargaining unit member who is placed on quarantine or specifically ordered to self-isolate because of their personal COVID-19 diagnosis, exposure, or medical vulnerability may qualify for FFCRA leave with medical verification.

8.4.8 For sections 8.4.1 and 8.4.2 above, the Parties agree that a health care provider's or county public official's documentation is required.

8.5 Documentation Issues: If a unit member believes that they are able to return to work under the Blended Learning Model, but they are unable to obtain official written medical verification that they are medically released to return to work, the unit members should contact the District's Human Resources Department. The District shall determine whether a unit member can be released to return to work.

8.6 Positive Test and Tracing: If a District employee, who has worked in-person on a District site tests positive for COVID-19, as certified in writing by a licensed health care provider or by a public health official, and if such diagnosis is shared with the District, the District will notify any District employee who may have been exposed or in close contact with that person. The District will also immediately notify GEFA should such an event occur. The District shall not share the name of the District employee who tested positive for COVID-19.

8.7 The Parties agree to refer to the then applicable Staff/Student Health & Safety Guidance for Reopening Schools. In addition, the District will comply with State and County Public Health orders.

8.8 Coordination of Leave with FFCRA: If eligible for FFCRA leave, bargaining unit members may choose to supplement the two-thirds (2/3)/ up to \$200 pay provisions included in FFCRA with their own sick leave in order to make their pay whole.

8.9 Interactive Process: Depending on the availability of remote work assignments and medical restriction documentation provided by a unit member during an interactive process with the District, the Parties agree that unit member assignments and/or transfers to remote work positions for unit members may be considered to provide reasonable accommodations to unit members with healthcare restrictions. The District will consider placing a certificated substitute in the classroom as a reasonable accommodation while the teacher of record works remotely. The unit member (teacher of record) will be present online during contractual hours and coordinate instruction as appropriate with the certificated substitute. Any transfers under the interactive process shall be temporary and unit members shall be able to return to their original assignment if possible.

8.10 Although unit members who serve as caregivers for individuals with underlying conditions or who are impacted by COVID-19 do not fall within the interactive process, the District will consider accommodations for such employees upon request, on a case-by-case basis. If the request for accommodation is denied, the District will consult with the Association.

8.11 Additional COVID-Related Leave: The Parties agree that unit members shall comply with all of the safety mitigation orders from State and County Public Health regarding COVID-19. The Parties agree that, unit members shall be provided with up to 10 days of additional leave consistent with the criteria 8.4.1, 8.4.2, 8.4.3. Eligibility for this leave will be based on the following and granted at the discretion of the Human Resources division:

8.11.1 Unit member cooperates with and complies with contact tracing and

8.11.2 Unit member agrees to get tested for COVID-19 at no cost to the unit member either through medical insurance or County Public Health and provides evidence of testing and

8.11.3 Unit members will exhaust leave provided by the FFCRA. This Additional COVID Related Leave can be accessed prior to use of sick leave.

8.12 Should a unit member be required to quarantine but able to work remotely, his/her whole class(es) may go to distance learning for the duration of the unit member's quarantine.

8.13 For the 2020-2021 school year leaves related to COVID-19 must be used in the following order (not including Workers' Compensation if the employee is found to be eligible):

- a. FFCRA Leave (if eligible or available)
- b. GJEUSD provided COVID-19 leave (Section 5.11)
- c. Exhaust the member's year allotment of sick leave
- d. Individual employee sick leave bank
- e. Catastrophic leave
- f. Differential pay leave if eligible (See CBA)

ARTICLE 9: SUBSTITUTE COVERAGE

9.1 Whenever possible, bargaining unit members will call in their absence into the Frontline system and will notify administration of absence and instructional needs. Site administration/designee will arrange for substitute coverage when the instructional need is a blend of in-person, distance learning and/or GLEE.

9.2 If no certificated bargaining unit member is available to provide substitute teaching coverage, an administrator or designee will cover class until such time as a bargaining unit member or certificated substitute teacher becomes available.

9.3 Classified employees shall not provide substitute teaching coverage but may be used to assist/support students already assigned work by their regular classroom teacher.

ARTICLE 10: ADJUNCT DUTIES, COMMITTEE ASSIGNMENTS, OR EXTRA DUTY WORK

10.1 All adjunct duties, committee assignments, or extra-duty positions shall be cancelled unless such duties, assignments or positions can be reasonably performed in a virtual setting for up to 2 hours per month; one hour for staff meetings and one hour for essential student services. Bargaining unit members shall continue to receive stipends and /or additional pay as provided for under the CBA.

10.2 Bargaining unit members shall not be required to make up adjunct duty or committee assignments missed because of the blended model.

ARTICLE 11: SCHOOL CLOSURES AND OPENINGS

The Parties agree that schools and programs will reopen in either the In-Person/Blended Model or the Modified Traditional (In-Person) Instructional Model according to the agreed target dates contingent upon Sacramento County Tier Metrics. The Parties agree that the schedules for In-Person/Blended Model set forth above in this MOU shall apply and are subject to adjustment, as necessary. Any adjustments to the schedules will be done through the meet and confer process between Association and the District.

The Parties understand and agree that the Superintendent or designee will communicate decisions regarding changes to working conditions to the Association. The Parties agree to negotiate any effects of decisions related to COVID-19 with the Association as soon as practical under the MOU or new circumstances.

Emergency Closure and Reopening: The Parties agree that during the remainder of the 2020-21 school year that the District may transition from one instructional model to another as a result of any State/County/District order:

Generally, student instruction and services as follows:

- a) Distance Learning Model, inclusive of the Parties' MOU regarding on campus small cohorts targeted instruction/support (Purple Tier)
- b) In-Person Blended Model (Red Tier)
- c) In-Person Blended Model (Orange Tier)
- d) Full Return to In-Person Modified Traditional (Yellow Tier)

Tier Guidelines

- a. Purple Tier: The District will remain in and/or return to distance learning if the Sacramento County Department of Public Health returns to the Purple designation. If at any time during the duration of this agreement the County is in the Purple tier, the Parties will meet and confer and reevaluate the process for a return to in-person learning.
- b. Red/Orange Tier: If Sacramento County is assigned to a less restrictive tier (Red or Orange), the District will move to the In-Person Blended Model.
- c. It is possible that there will be a fluctuation between tiers. If Sacramento County is assigned to a more restrictive level, implementation to the appropriate instructional delivery method will resume within ten business (10) days.

Target Dates Contingent Upon Sacramento County Tier Metrics

1. **November 16, 2020:** The professional development day scheduled on November 16, 2020, shall be used for bargaining unit members to prepare for the transition to in-person instruction. Up to two (2) hours will be used by school district administrators to provide information on safety protocols and health guidelines to be followed.
2. **December 14, 2020 (week of) OR the week prior to reopening schools:** To allow preparation time for the transition to in-person instruction, bargaining unit members shall return to campus the week of December 14, 2020. During this week, synchronous instruction may be reduced to one hour to allow time for transition.
3. **November - December 2020:** Small cohort instruction and flexibility to explore various student grouping configurations, along with exploring different

instructional in-person strategies, shall continue during the months of November and December 2020.

4. **January 4, 2021:** The blended, in person, model is tentatively scheduled for January 4, 2021 with common planning time. In-person instruction is tentatively scheduled for January 5, 2021 pending State and County Health orders. Bargaining unit members shall be notified, via email, of in-person status no later than December 30, 2020.
5. **January 19, 2021:** On January 4th, should the District not be allowed to reopen by order of State and County Health Departments, the next cycle for potential reopening for in-person instruction shall be January 19, 2021. Bargaining unit members may have the ability to reduce synchronous time to one hour on January 13-15th to allow preparation time for transition.

The Parties agree and recognize that all bargaining unit members who perform their duties with reasonable care and implement social distancing measures while at work to the best of their abilities will be held harmless by the District for any COVID related injuries or illness to students or staff related to their school attendance. Under Government Code section 825 all bargaining unit members will be entitled to defense and indemnification in any claim or action against him/her arising from a COVID-related injury or illness to students caused by any act or omission of the bargaining unit member acting within the scope of his/her employment as long as the unit member reasonably cooperates in good faith in the defense of the claim or action.

This agreement is a one-time agreement to navigate the pandemic and is non-precedent setting. This MOU resolves the negotiable impacts of implementing the transition to and implementation of the above Blended Instructional Model. The Parties reserve the right to negotiate any additional impacts not already covered by the collective bargaining agreement, previous MOUs, and this MOU.

This MOU can be enforceable by Article XVI, Grievance Procedure, in the collective bargaining agreement.

This MOU does not take effect until the District begins the in-person, on campus blended model.

This MOU is subject to ratification by the GJUESD Board of Trustees and the membership of GEFA.

This MOU shall remain in full force and effect through June 30, 2021. The Parties may mutually agree to extend or modify the provisions of this mutual agreement at any time.

Tentative agreement has been reached on November 16, 2020.

Date: 11/16/20

Karen Schauer

On behalf of the District

Name: *Karen Schauer*

Title: *Superintendent*

Date: 11/16/20

Heather Wetzel

On behalf of GEFA

Name: *Heather Wetzel*

Title: *GEFA President*



Board Meeting Agenda Item Information

Meeting Date: March 4, 2021	Agenda Item: 202.176 Board Consideration of Approval of Memorandum Of Understanding (MOU) between GJUESD and City of Galt for the Purpose of Developing and Operating a COVID-19 Testing Program Funded by the District at the Chabolla Center, Galt, CA
Presenter: Karen Schauer and Donna Mayo-Whitlock	Action Item: XX Information Item:

The Galt Joint Union Elementary School District and City of Galt have developed a Memorandum of Understanding for the purpose of developing and operating a COVID-19 Testing Program for employees and students as required by the California Department of Public Health.

The district will serve as the fiscal agent for the costs incurred to carry out the staffing, resources and testing requirements. The City of Galt will operate and maintain the program and will be responsible for the coordination of the testing registration and facilities beginning March 15, 2021 and ending June 4, 2021.

Anticipated costs will be covered through COVID-19 emergency funding.

Board approval is recommended that includes final city review and approval.

MEMORANDUM OF UNDERSTANDING

Between Galt Joint Union School District and the City of Galt For the 2020-21 School Year

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Galt Joint Union School District (“DISTRICT”) and the City of Galt, a California municipal corporation (“CITY”) for the purpose of developing and operating a **self-testing COVID-19 Testing Program** (“PROGRAM”) for DISTRICT students and staff funded by the DISTRICT at the following location:

**Chabolla Center 610 Chabolla Avenue, Galt, CA 95632
 (“Chabolla Center”)**

1) This MOU shall only take effect upon the DISTRICT’s receipt of the Valencia Branch Laboratory Contract and manifests the DISTRICT’s intent to provide COVID-19 surveillance testing to DISTRICT staff and students.

- a. As of February 18, 2021, the State of California has had over 3,510,000 cases of COVID-19 and over 47,000 deaths as a result thereof. With plans to return students to in-person learning, the DISTRICT is following the California Department of Public Health (CDPH) and State Guidance that requires the DISTRICT to provide a COVID-19 testing program for staff and students while the County is in the Purple Tier 1/Widespread and Red Tier 2/Substantial risk levels for the remainder of the 2020-21 school year, beginning March 15, 2021 and ending June 4, 2021. The CITY is currently providing a location for community-wide COVID-19 testing at the Chabolla Center and is willing to provide the Chabolla Center for the DISTRICT to operate its PROGRAM on the terms set forth in this MOU.
- b. The DISTRICT is responsible for the costs incurred to carry out the staffing, required PPE and testing, excluding the cost to rent the Chabolla Center. CITY shall track the staff hours and respective hourly pay rate of the CITY employees designated to handle the registration for the PROGRAM and will invoice the DISTRICT at the end of the PROGRAM. The DISTRICT will remit payment to the CITY no later than June 30, 2021.
- c. The CITY will be responsible for the coordination of the testing registration and cleaning of the Chabolla Center beginning March 15, 2021 and ending June 4, 2021.

2) This MOU represents the responsibilities of the DISTRICT and CITY with regard to the PROGRAM. All requirements for the PROGRAM will be met in accordance with the State and County guidelines for COVID-19 testing.

- a. The CITY will provide space at the Chabolla Center for the PROGRAM to operate every Thursday day from 7:00 a.m. to 1:00 p.m. Additional hours and or days may be added, depending on testing needs, up to a maximum of 7 hours per day and 2 days per week.

- b. Should additional days or hours be added beyond the current one day per week from 7:00 a.m. to 1:00 p.m., the CITY will invoice the DISTRICT for the additional costs associated with PROGRAM expansion. The DISTRICT will remit payment to the CITY no later than June 30, 2021 for any expanded services.
- c. The CITY will provide the Chabolla Center, along with registration services and custodial services for the PROGRAM space at the Chabolla Center.
- d. The DISTRICT will provide required staff to be present and oversee the PROGRAM and to help implement and monitor the testing event.
- e. The DISTRICT and the CITY will work together to provide pertinent information to parents of DISTRICT students about the PROGRAM including registration and other PROGRAM related communications.
- f. The CITY will handle payroll for CITY employees, provide liability insurance and maintain workers compensation certifications for its employees working in the PROGRAM as required by law for the time period beginning March 15, 2021 and ending June 4, 2021.
- g. The DISTRICT will handle payroll for DISTRICT employees, provide liability insurance and maintain workers compensation certifications for its employees working in the PROGRAM as required by law for the time period beginning March 15, 2021 and ending June 4, 2021.
- h. The DISTRICT shall be responsible for monitoring PROGRAM attendance by its staff. CITY shall forward a copy of all information regarding PROGRAM registration maintained by the CITY on a weekly basis. The DISTRICT shall further ensure that its PROGRAM participants fully comply with all current and effective local, state, and federal COVID-19-related laws, regulations, and health orders, including, but not limited to, requirements that all participants practice social distancing and wear face coverings at all times. The DISTRICT shall be responsible for maintaining the confidentiality of testing results and for taking the steps required by federal, state, or county health authorities regarding COVID-19 positive test results.
- i. The CITY and DISTRICT will comply with all Federal statutes relating to nondiscrimination including Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act.

3) Either party may terminate this MOU by giving fifteen (15) days' written notice of such termination to the other party.

4) It is expressly agreed that the CITY shall have no authority to make any contract or binding promise of any nature on behalf of the DISTRICT, whether oral or written, without the express written consent of the DISTRICT. It is expressly agreed that the

DISTRICT shall have no authority to make any contract or binding promise of any nature on behalf of the CITY, whether oral or written, without the express written consent of the CITY.

5) No waiver of any provision of this MOU shall be deemed a waiver of any other or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. This MOU may only be amended by the written consent of both parties.

6) To the furthest extent allowed by law, CITY shall indemnify, hold harmless and defend DISTRICT from any and all loss, liability, costs and damages, including but not limited to personal injury and property damage, and from any and all claims, demands and action in law or equity that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of CITY, its employees or volunteers in the operation of the PROGRAM as provided herein.

7) To the furthest extent allowed by law, DISTRICT shall indemnify, hold harmless and defend CITY from any and all loss, liability, costs and damages, including but not limited to personal injury and property damage, and from any and all claims, demands and action in law or equity that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of DISTRICT, its employees or volunteer in the operation of the PROGRAM as provided herein.

8) This MOU constitutes the entire agreement between the DISTRICT and the CITY with regard to the PROGRAM and supersedes all prior agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof and no party shall be bound by any representations, statements, promises or understandings not specifically set forth in this MOU.

9) In the event that any of the provisions, or portions thereof, of this MOU are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

10) All notices provided regarding this MOU shall be in writing and delivered in person or deposited in the United States mail, postage prepaid and addressed as follows:

DISTRICT: Galt Joint Union Elementary School District
1018 C Street, Suite 210
Galt, CA 95632
Attn: Superintendent

CITY: City of Galt
380 Civic Drive
Galt, CA 95632
Attn: City Manager

11) Nothing contained in this MOU shall be deemed or construed to create a

partnership, agency, tenancy in common, joint tenancy, joint employer liability, joint venture or co-ownership by or between the CITY and the DISTRICT.

12) This MOU shall be in effect from March 15, 2021 and to June 4, 2021 and may be extended upon a written agreement between DISTRICT and CITY.

Signatures of Authorized Representatives:

Dr. Karen Schauer Date

District Superintendent

Galt Joint Union School District

Lorenzo Hines, Jr. Date

City Manager

City of Galt

Tina Hubert Date

City Clerk

City of Galt

Kimberly Hood Date

City Attorney

City of Galt