

**MEMORANDUM OF UNDERSTANDING
BETWEEN BERRYESSA UNION SCHOOL DISTRICT
AND CALIFORNIA TEACHERS ASSOCIATION (CTAB)**

School Closure Related to Coronavirus-19/COVID-19 (COVID-19)

March 27, 2020

The Berryessa Union School District (“District”) and Berryessa California Teachers (“Association”) enter this Memorandum of Understanding (“MOU”) regarding the school closure related to COVID-19.

The Parties recognize there is a need to close schools (“emergency school closure”) and move to an alternative learning plan to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from the coronavirus during the 2019-2020 school year.

The Governor’s Executive Order N-26-20 requires districts to:

Continue delivering high-quality educational opportunities to students to the extent feasible through, among other options, distance learning and/or independent study.

1. The parties affirm the continued application and uninterrupted implementation of the Collective Bargaining Agreement (CBA). This includes affirmation that unit members’ compensation and benefits shall not be reduced as a result of the emergency school closure. Unit members who coach, or have agreements to coach, or receive other stipends, shall be paid their full stipends in accordance with the collective bargaining agreement. Overage payments shall continue. Working remotely does not affect a unit member’s status as a District Employee.

The following provisions of the CBA are modified as follows for COVID19:

2. **Working Remotely** - Unit members shall work remotely for the duration of the emergency school closure and shall not be required to report to their worksite while their worksite is closed to students. Unit members are to be available to administration, parents/guardians, and students, to the extent possible via work email. Unit members may elect to respond by email, phone, or other means. Unit members shall not be directed or required to report to their worksite while their worksite is closed to students, except to pack up a classroom for a personal move outside the district or retirement, and/or to attend any unit member work day(s) immediately prior to the re-opening of school (if within 2019-20 school year). It is recommended the unit members utilize *67 to block their personal phone numbers.
3. Both parties acknowledge the need for flexibility in the scheduling of meetings. Teachers will participate in remote scheduled meetings with site administration, District administration, and department/ grade level teams. There shall be no more than one required meeting per week. All educators and administrators will endeavor to make meetings as efficient as possible and to provide information in writing when appropriate in order to provide as much time as possible for unit members to create distance learning programs.

4. **Distance Learning** - Distance learning shall be provided to students and may include enrichment, engagement, review, and exposure to new standards-based content. Teachers will continue to have academic freedom and the professional responsibility to determine the best way for their students to continue learning. At the option of the unit member, based on their professional judgment, technological capacity, and position, the unit member can opt to deliver Distance Learning via District system platforms, other online platforms, email lessons, or other means. By way of example only, this can be distance learning via technology or paper-based activities, including use of regular workbooks/materials from the adopted curriculum, if already in students' current possession or if available online.

If the unit member chooses to use online learning, the unit member shall use District system platforms (ie: Google Classroom) and/or other methods already established in their classroom prior to the school closures. Unit members will be provided optional training and may request additional training for the use of technology for the purposes of distance learning.

The activities provided will not require summative assessments or grading until there is guidance from the Santa Clara County Office of Education and/or California Department of Education guidance. If such guidance is not received by May 1, 2020, the District will provide guidance regarding student grades to ensure students are held harmless under the current COVID-19 climate.

Unit members shall not be required to submit lessons via video, either recorded or live, to administration or students. Unit members have professional discretion to interact with students via live video abiding by the Telecommunications - Use Agreement (Electronic Information Resource Agreements), Board Policy 4040 Employee Use of Technology, and Board Policy 4219.21 Professional Standards. Unit members will have access to training regarding the safeguards when engaging with video platforms.

Unit members are not required to utilize personal devices, internet, or data plans in order to provide Flexible Learning nor are unit members required to provide such instruction in a manner which might reasonably threaten their personal privacy.

5. **Special Education** - The parties agree to meet in person or remotely as needed to address implementing guidance from the California Department of Education as well as the United States Department of Education in order to provide equitable and appropriate education for students with special needs.
6. **Evaluations** - Evaluations shall be completed not later than 30 days before the end of the 2019-2020 school year (May 5, 2020) and shall be finalized based on the observations, data, etc. gathered prior to the closing of schools subject to the following exception. Based on individualized circumstances, upon unit member request and with the written agreement of the unit member's evaluator, the 2019-2020 evaluation cycle may be carried over to be completed in the 2020-2021 school year in a manner agreed to by the evaluator and member. If such agreement is not achieved, the "Problem Solving Procedures" in section 15.13 of the CBA shall apply.

All timelines and deadlines related to teacher support plans - formal, informal or by any other designation - shall be and are hereby suspended. Resumption of such plans shall be agreed to by the evaluator and the affected unit member when schools are reopened for regular student instruction. If such agreement is not achieved, the "Problem Solving Procedures" in section 15.13 of the CBA shall apply.

Unit members shall not be evaluated on the manner and means with which they engage in distance learning during the period of school closure and as addressed in this MOU. Rather, teachers shall be held

to the same standards of professionalism they have always aspired to meet and which applied prior to school closure.

7. **Discipline** - As stated above, Article 8 of the CBA (“unit members shall not be disciplined without just cause”) remains in full force and effect.
8. **Waiver** - The District shall submit a “certification” pursuant to Education Code section 41422 as provided on the Governor’s Executive Order N-26-20 (paragraph 4) and take any other legal actions available in order to mitigate the loss of ADA funding.

Unit members shall not be individually liable and shall be held harmless and indemnified by the District according to law for Distance Learning.

9. **Reopening Schools** - Upon the State/County/District determination that schools are safe to re-open, a minimum of one day on the established unit member work calendar shall be designated as a workday for all unit members immediately prior to the resumption of student attendance. The District shall ensure to the best of its ability subject to available product resources, including hand sanitizer, that all school sites are adequately sanitized before unit members return and shall ensure that all sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closets) are functioning with hot water and kept stocked with soap and paper towels. Hand sanitizer shall be provided for every classroom without a sink, workroom, workstation (for those unit members who do not have a traditional classroom), office, and cafeteria.
10. **Adjunct Duty** - Unit members shall not be required to make up adjunct duty or committee assignments missed as a result of the emergency school closure. Adjunct duty, district and/or site committees scheduled during the closure are canceled and will not be rescheduled.
11. **Leaves** - Unit members who have been exposed to the coronavirus and are required to be quarantined, “sheltered in place,” or who self-quarantine based on medical advice or governmental recommendations/directives shall remain in paid status and not have days deducted from the member’s sick, personal, or extended illness leave for the duration of their illness. This provision shall take effect beginning March 16, 2020.
12. **Assignment, Transfer, and Filling of Vacancies**– All provisions of this article shall be followed.
13. In the event the State of California deems the need for alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiations on the negotiable impacts.
14. The parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, and the District community as events continue to unfold during the coronavirus outbreak.
15. The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.

16. This MOU resolves the negotiable effects of school closures due to the coronavirus (COVID-19). The District and/or Association reserve the right to negotiate any additional impacts and/or additional school closures in the 2019-2020 school year.

This MOU shall expire in full without precedent on June 30, 2020, or at the conclusion of the District/school closures due to coronavirus crisis, whichever occurs first, unless extended by mutual written agreement.


District


Association KRIS CLARKE

March 27, 2020
Date

3.27.20
Date