MEMORANDUM OF UNDERSTANDING
BETWEEN EVERGREEN SCHOOL DISTRICT
AND EVERGREEN TEACHERS ASSOCIATION

School Closure Related to Coronavirus-19/COVID-19

March 29, 2020

The Evergreen School District ("District") and the Evergreen Teachers Association ("Association") enter into this Memorandum of Understanding ("MOU") regarding the school closures related to the novel coronavirus ("COVID-19") pandemic. The District and the Association are hereinafter collectively referred to as "the Parties." Upon full execution, this MOU shall remain in effect for the duration of the COVID-19 pandemic and closure of District facilities, but in no event later than June 30, 2020.

The Parties recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. The Parties recognize the importance of prudent measures to prevent employees, students, their families, or other people using facilities from being exposed to or infected with COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease.

The Parties further recognize there is a need to close schools to in-classroom instruction ("emergency school closure") and move to an online distance learning program to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from COVID-19 during the 2019-20 school year.

The Parties further recognize bargaining the impacts of any alternative learning plan is still the legal expectation regardless of emergency status. The collective voice of the District and Association is pivotal in making the best decisions to help ensure all issues are addressed.

To that end, the Parties agree as follows:

1. Typically, unit members shall work remotely for the duration of the emergency school closure. Unit members shall communicate their flexible instructional schedule and office hours to parents, students, and immediate supervisor.

   a. In the event that a unit member is required by the District to report to a District site, the District shall communicate the need and reason(s) in writing and give it to the unit member upon request. Additionally, the District shall provide safety equipment and/or cleaning supplies (soap, hand sanitizer, etc.) as may be required by the Public Health Department to ensure the unit member maintains his/her safety.
   b. Unit members with compromised health, advanced age (65+ years old), or childcare issues shall not be required to report to a work site until schools have been reopened.
   c. Unit members will receive additional training on the use of technology for the purposes of distance learning as needed for each member to be fully supported.
d. The use of Google Classroom (or other distance learning platform approved by the site administrator) will be the primary manner in which distance learning is delivered.

2. The Parties will continue to work in collaboration to ensure teachers are fully supported in offering students a distance learning environment that includes enrichment, engagement, and review. Teachers will be responsible for planning and facilitating learning activities. The district recognizes the need for teachers to have ongoing flexibility in how instruction is delivered. Teachers are encouraged to utilize District adopted curriculum materials to the extent feasible. The Parties recognize that changes may need to be made to formalized grade reporting. The Parties will work together to follow recommended best practices as established or recommended by the California Department of Education (CDE) or Santa Clara County Office of Education (SCCOE).

3. The Parties agree to meet upon the request of either 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 our students with special needs. Special education teachers will work collaboratively with core content teachers and other district specialists to provide a continuum of programmatic options and instruction strategies to the greatest extent possible. The California Department of Education noted, “that equitable access does not require LEAs offer the same content through the same channel for all students.”

   a. Special education teachers and Resource Teachers of students with mild to moderate disabilities will provide continuity of learning through alternative modes of service and instructional delivery to the extent feasible given social distancing and other Public Health Department guidelines. This includes a variety of Distance Learning resources as appropriate so that special education students have access to the same learning opportunities as other students.

   b. Related Service Providers (Speech Therapist, Adapted PE, Counselors, Psychologists, etc.), will prepare Distance Learning activities that can be completed at home as appropriate.

   c. The District shall provide support to RSP, SDC, SLP, and any other unit that serves the needs of students in our special education department, including, but not limited to, providing technical support for any IEP or 504 meetings, assistance completing and collecting required documentation and guidance in locating online resources to meet the specific needs of each student.

4. The District will provide assistance with WiFi/internet issues to members who need it. Unit members who lack sufficient resources or technological knowledge to overcome challenges to establishing a reliable internet connection will be supported by the district, including providing an internet hot spot and/or covering the cost differential between their current plan and what it would take to facilitate the learning (cable, satellite, mobile etc.). It is the unit members’ responsibility to let their supervisor know if they are having difficulty in accessing information remotely and/or adequately establishing a viable internet connection to facilitate distance learning.
5. The District will provide on call technical support for Association members and Evergreen families for distance learning.

6. Unit members' compensation and benefits shall not be reduced as a result of the emergency school closure, except for stipends for services that were not yet rendered at the time of school closure.

7. Evaluations and related components shall be paused (unless final classroom observation has already taken place) for the duration of any school closure (modified or otherwise). The revised evaluation cycle dates for unit members who have not had their final classroom observation shall be negotiated between the parties.

8. Unit members shall not be subject to disciplinary action or evaluated on the result of any lesson planning, implementation, delivery, and/or student assessment associated with distance learning so long as good faith effort is made to meet, provide instruction, post assignments, facilitate virtual office hours and provide timely feedback. The parties understand that distance learning is a new mode of instruction for many and may require additional time and support.

9. The District shall pursue any and all eligible remedies to mitigate the loss of ADA funding as provided by the California Department of Education.

10. Upon the State/County/District determination that schools are safe to re-open, the District shall excuse staff from performing distance learning obligations for a minimum of one school day to prepare for the return to the classroom with students. IEP case managers will get an additional release day from distance learning to complete IEP and 504s that were virtually held during the closure. The District shall ensure that all school sites are adequately sanitized before unit members return and have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). Supplies will be replenished based upon staff request. However, the Parties recognize that at the current time, there are severe shortages throughout California of supplies for hygiene and sanitation recommended by Public Health that are projected to continue.

11. The District shall comply with Cal-OSHA guidelines.

12. Unit members shall not be required to make up committee assignments missed as a result of the emergency school closure. District and/or site committees scheduled during the closure are canceled and will not be rescheduled. Any stipends paid as a result of these committees will be paid based on services rendered. School enrichment activities (i.e. student council, yearbook, Project Cornerstone, etc.) that were in process at the time of the closure will be paid.

13. In the event the State of California deems alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiations on the impacts.

14. The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.
15. No Unit member, shall have any leave deducted between March 16 and March 27, 2020. Unit members will have leaves deducted beginning March 31, 2020 for not participating in district directed activities related to distance learning including virtual staff meetings, virtual training and the delivery of distance learning.

   a. Unit members’ compensation and benefits shall not be reduced as a result of the emergency school closure.

   b. If a bargaining unit member is unable to provide and meet distance learning requirements due to their own or a family member’s COVID-19 illness, or required quarantine due to a possible or confirmed exposure to COVID-19, the bargaining unit member can use any and all available sick leave. If the member does not have sufficient sick leave accruals to cover the duration of the absence, the member may access any other applicable leaves to which they may be entitled under state and/or federal law. The District shall construe any such leave entitlements as broadly as possible.

   c. A bargaining unit member in a high-risk group (i.e. over the age of 65 or has a medically certified health condition that makes the individual high risk), or who lives with someone in a high-risk group, or who is unable to provide and meet distance learning requirements due to a COVID-19 daycare or school closure may use sick leave to be absent from work. If the member does not have sufficient sick leave accruals to cover the duration of the absence, the member may access any other leaves to which they may be entitled under state and/or federal law. The District shall construe any such leave entitlements as broadly as possible.

If the state or federal government make reimbursement to the District available for paid leave taken by unit members for required quarantine or hospitalization due to COVID-19, the District shall seek any such reimbursement from the state or federal government and restore any corresponding leave deducted from the member.

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 on June 30, 2020, or when students and staff are cleared to return, but may be extended by mutual written agreement.

Brian Wheatley, ETA President

Dr. Emy Flores, ESD Superintendent

Date: March 29, 2020

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