

**MEMORANDUM OF UNDERSTANDING**

**Between**

**Elk Grove Unified School District**

**&**

**Elk Grove Education Association**

**DISTANCE LEARNING AND EDUCATIONAL SERVICES**

**IN RESPONSE TO COVID-19 CORONAVIRUS**

**3/23/20**

This is a Memorandum of Agreement (MOU) between Elk Grove Unified School District ("District") and the Elk Grove Education Association ("EGEA"), collectively referred to hereinafter as "the parties," concerning the District's response to the coronavirus (COVID-19) epidemic.

**RECITALS**

1. This Memorandum of Understanding (MOU) sets forth the protocol and terms that the District and EGEA have agreed upon to govern working conditions for EGEA bargaining unit members due to the COVID-19 public health emergency.
2. The District and EGEA recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its teachers and staff.
3. The Parties agree that providing educational opportunities and continuity of District instruction are important and provisions should be made for District employees who are impacted by the pandemic.

**AGREEMENT**

Accordingly, in the interest of implementing distance learning, the parties agree as follows:

1. Defining "distance learning."

The parties agree that "distance learning" is an alternative learning and educational service plan in which the pupil and instructor are in different locations.

2. The parties agree that this MOU addresses the use of distance learning during school closures in accordance with mitigation protocols as recommended/required by federal, state, and health officials in order to prevent the spread of illness arising from the coronavirus during the 2019-2020 school year, or for the duration of any directives from public agencies.

3. Given the disruption to the previously negotiated instructional calendar for 2019-2020, EGUSD and EGEA agree that the 2019-2020 instructional calendar for the remainder of the 2019-2020 school year will follow the schedule for distance learning as delineated below, and there will no longer be distinctions amongst Traditional, Modified Traditional, and Year-round calendars (A, B, C, D tracks). All calendars are moved to a Traditional calendar. The end of the school year will follow the Traditional Calendar, May 29, 2020.

4. All bargaining unit members ("staff") will receive time to prepare lessons and resources in order to align with the following schedule:

- a. **Beginning Wednesday, March 25:** Teachers will be given instructions as to how to access and utilize Synergy, Zoom, Google Apps for Education, Microsoft, and Edgenuity platforms for the purposes of facilitating staff collaboration and the delivery of distance learning. Voluntary training opportunities will be offered prior to engagement of students.

Secondary counselors and site administration will be identifying the schedule needs of students and begin creating student schedules for the remainder of the year.

If teachers wish to connect with parents and students to re/establish contacts prior to the formal timeline for distance learning, they may, but are not required to do so. No engagement should result in required activities, grades, or assessments. Recommendations for enrichment activities may occur at this time. The manner of contact shall be up to the teacher. There shall be no new instruction prior to the agreed upon commencement of distance learning specified below. Staff may be the conduit of information from the District and outside organizations such as National Honor Society, International Baccalaureate, Advanced Placement, Future Farmers of America, etc.

- b. **Week of March 30:** Curriculum Preparation Week – The parties agree that teachers will be provided with curriculum recommendations to be used for distance learning. In addition, they may choose to develop curricula for their classes. The parties agree that for courses for which no digital support/resources exist, alternative curricula or courses may be identified and utilized.

In addition, the parties agree that Counselors and site admin will be finalizing student schedules for secondary students during the week of March 30.

- c. **Week of April 6:** Spring Break – The parties agree that all elementary and secondary schools will be on Spring Break according to the dates on the 2019-2020 Traditional calendar. This is a non-instructional week.
- d. **Beginning Monday, April 13:** Preparation Week – The parties agree that all EGEA unit members will be preparing for the start of distance learning.

- e. ***Beginning Thursday, April 16:*** Secondary Instruction Begins – The parties agree that High School and Middle School staff will begin providing content delivery and instruction through distance learning.
- f. ***Beginning Monday, April 20:*** Elementary Instruction Begins - The parties agree that Elementary staff will begin providing content delivery and instruction through distance learning.

5. The parties agree that staff will choose from existing instructional platforms suitable for distance learning, and will not be expected to employ additional platforms through the end of the school year. The standard platforms for the District are Synergy, Zoom, Google Apps for Education, Microsoft, and Edgenuity. Specific information regarding the use of these platforms will be provided in future communications or guidelines.

6. The parties agree that staff may collaborate as necessary and appropriate while they are engaged in distance learning. Collaboration meetings will be conducted in a manner that adheres to the Center for Disease Control, Sacramento County Public Health, State, and federal guidelines. Directors, principals, or designees may call staff meetings or collaboration meetings as the public health guidelines permit for the purposes of facilitating and assisting with the implementation of distance learning. Twenty-four (24) hour notice of any meeting shall be given, unless an emergency situation arises. It is the expectation that staff check District email on a daily basis.

7. The parties agree that staff will communicate consistently when they will be available to students and families on a weekly basis and remain flexible as to their availability. Staff will attempt to maintain a 24-hour response time regarding student and parent inquiries. General guidance for structuring daily schedules, ie. office hours, consultation periods, instruction, assessments, will be developed jointly between EGUSD and EGEA.

8. The parties agree that the expectation is for members to be working remotely. Unit members shall have the ability to access the campus during the emergency school closure for the purpose of distance learning. Members should respect the mitigation mandates from the Public Health Department and other State and federal agencies.

9. **Equipment/Training** - The parties agree that unit members who do not have the technology devices and/or access needed for distance learning shall be provided such by the District. Unit members may request additional training for the purposes of distance learning.

10. In the event that any unit member must report to a District site, the parties agree that the District shall provide District-approved cleaning and hygiene supplies to ensure the unit member maintains his or her safety. Physical distancing protocols shall be followed.

11. The parties agree that current collectively bargained timelines for staff evaluations and related components shall be suspended for the remainder of the 2019-2020 school year.

a. The parties agree that if administration has completed the required components of an evaluation prior to the closure of schools, they may complete the evaluation.

b. The parties agree that any evaluations that are not able to be completed for the 2019-20 school year will be carried over to the 2020-21 school year. All evaluations will be pushed back one year so that unit members who were scheduled to be evaluated during the 2020-21 school year will be evaluated during the 2021-22 school year, resetting the alphabetical cycle.

c. The parties agree that it is understood that teachers may be developing activities to be delivered via a new modality. Teachers shall not be evaluated based on the "quality" of distance learning activities.

12. The parties agree that Counselors may provide distance appointments to students as needed. These appointments or conversations may be conducted via email or identified distance learning platforms.

13. The parties agree that Instructional Coaches, Librarians, and TICs shall provide support to unit members regarding the implementation of distance learning in coordination with Educational Services, Elementary and Secondary Education, and site management.

14. The parties agree that Elementary Physical Education Teachers shall develop activities for intermediate students and will create grade-level Google classrooms.

15. The parties agree that Computer Resource Teachers shall develop activities for primary and intermediate students and will create grade-level Google classrooms.

16. The parties agree that Activities and Athletic Directors, as well as other unit members who receive release time, shall consult with site management as to work outside of their normal instructional responsibilities.

17. The parties agree that the working conditions of unit members teaching Special Education students shall be the same as those outlined in this MOU. Special education teachers will provide continuity of learning through a variety of distance learning resources and services as appropriate so that special education students have access to the same learning opportunities as other students. Related Service Providers (Speech & Language Therapist, Adapted PE, etc.), will prepare distance learning activities that can be completed at home as appropriate.

18. Permanent, Probationary, and Temporary bargaining unit members' compensation and benefits shall not be reduced as a result of the emergency school closure provided bargaining unit members are available to work to implement and provide distance learning opportunities consistent with this MOU.

19. Unit Members shall not be required to make up non-teaching duties, adjuncts, committees, or any other contractual assignments missed as a result of the emergency school closure. Adjunct duty, district, site committees, and other contractual assignments scheduled during the closure are cancelled and will not be rescheduled.

20. Unit members who are unable to perform distance learning expectations for an extended period of time, longer than a week, shall contact Human Resources.

21. The parties agree that Unit members who are unable to meet the expectations included in this MOU regarding distance learning and service work shall use any sick leave or personal necessity leave entitlement that they may be eligible for consistent with law and the parties' collective bargaining agreement. 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. On a case by case basis, unit members who are on an existing or scheduled approved paid leave who are able to fulfill the requirements of this MOU regarding distance learning and service may contact Human Resources to determine their eligibility to return to work.

22. In the event that the State of California mandates alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiation on the impacts.

23. Upon the State/County/District determining schools safe to open, the District shall provide one day of preparation to all Unit Members to prepare for the return to the classroom with students. Sixty (60) minutes of that day may be used for full staff meetings. The remainder of that time is to be determined by teachers.

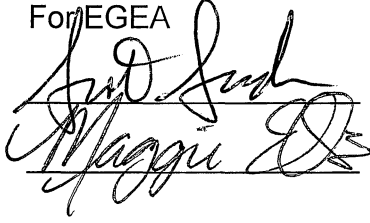
24. The District shall submit a "J-13A waiver material decrease request", and/or any other waiver for which the District may be eligible, to the California Department of Education ("CDE") in order to mitigate the loss of ADA funding.

25. Other items regarding school closures and the crisis may still need to be negotiated. The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU as necessary.

26. This MOU shall expire on June 30, 2020, but may be extended by mutual written agreement.

The undersigned represent that they are authorized to execute this MOU.

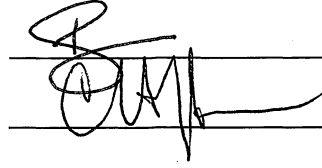
For EGEA



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Dated: 3/23/20

For District



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