

**MEMORANDUM OF UNDERSTANDING
BETWEEN
EVERGREEN SCHOOL DISTRICT
AND
EVERGREEN TEACHERS ASSOCIATION
2020-2021**

The Evergreen School District (“District”) and Evergreen Teachers Association (“Association”) enter into this Memorandum of Understanding (“MOU”) regarding distance learning implementation for the reopening of schools for the 2020-2021 school year and the need for changes to instructional models and practices due to the ongoing COVID-19 pandemic.

The Parties recognize that COVID-19 represents a unique challenge to schools which requires creativity and understanding on behalf of both parties. The Parties recognize the need for flexibility in order to comply with legal mandates issued by the Governor’s office, as well as directives/guidance issued by public health officers, including the California Department of Public Health (“CDPH”) and County Public Health (“Public Health Guidance”). The Parties also recognize the ambiguity contained in various laws, orders and directives that have been issued to school districts to guide the reopening of schools for the upcoming school year and constantly changing guidelines and health conditions, creating a need for flexibility as such orders, directives and conditions may change over time.

The Parties recognize there is a need to transition students and families to return back to school physically if it can be done according to Public Health Guidance during the 2020-2021 school year and to provide new and/or modified instructional options in response to COVID-19. The Parties further recognize that bargaining the impacts and effects of any return to in-person learning is still the legal expectation regardless of emergency status and agree to meet to negotiate before any resumption of in-person instruction.

The parties recognize the requirement and need to provide distance learning to students, until the schools can be reopened safely for students, staff, and families.

The collective voice of the District and Association is pivotal in making the best decisions in an effort to address all relevant issues.

The purpose of this MOU is to establish our collective vision for implementation of distance learning while acknowledging that it cannot provide equivalent educational opportunities for students as can the traditional, in-person classroom experience. It is also to formalize the District’s consultation and negotiation obligations with the Association regarding the distance learning implementation.

The Parties agree to the following:

1. Terms of Collective Bargaining Agreement

- A. Unless otherwise noted below, all terms of the current Collective Bargaining Agreement (“CBA”) shall remain unchanged and in full force and effect.

2. Work Year

- B. The Work Year for Unit Members shall remain the same at 184 days for teachers and 194 for Psychologists and Speech and Language Pathologists.

3. Work Location Requirements

- A. During the period when the District is exclusively providing distance learning to its students, unit members will be given the flexibility to work remotely or from their classrooms. Members will be working remotely unless they inform their administrator that they elect to work from site no later than August 18, 2020. With as much advance notice as possible, unit members will notify their supervisors if they change their work location. Unit members shall:
 - a. Inform supervisor as soon as possible if they are having technological issues that impact their ability to provide instruction to students and/or conference with parents, colleagues, and/or administrators.
 - i. If, after consultation with the District, technological challenges prevent a member from being able to provide distance learning remotely, in coordination with the District, the member will be expected to teach on site. The District will continue to provide support as feasible by providing hotspots and reimbursements to upgrade wifi speeds as needed. Unit members will inform their supervisors when they need the technology support offered by the District.
 - ii. The District will provide on call technical support for Association members and Evergreen families for distance learning.
 - b. Maintain the confidentiality of all student information.
 - c. Ensure that the teaching environment is professional and safe. Otherwise, the unit member may be expected to teach from their classroom.
- B. Health & Safety when Onsite:
 - a. Adherence to Public Health Guidance: During the term of this MOU, the District shall adhere to applicable and mandatory Public Health Guidance including guidance issued by the California Department of Public Health (“CDPH”) and the County Public Health Department (“Public Health Guidelines”).
 - b. District Guidelines: Unit members shall follow District guidelines (based on Public Health Guidelines) for health and safety procedures in the workplace.
 - c. Face Coverings: All unit members shall wear a face covering (mask and/or face shield) that meets current Public Health Guidelines and is appropriate for a school setting while at work/school except when in their own private work areas with no one else present. Some situations may require an exception. These situations will be handled on an individual case basis. A unit member may obtain a District approved exemption based on the needs of the individual, consistent

with Public Health Guidelines. Unit members with health concerns that make wearing a face covering problematic agree to contact the Human Resources office. The District retains the authority to determine whether an exemption may be granted to an individual. The District reserves the right to modify this requirement based on changing Health Directives. Upon request, the District will provide face coverings and other PPE to unit members.

- d. Sanitizing and Disinfection: The District shall ensure that all school sites/work locations are adequately sanitized before unit members return and shall ensure that all sinks (including those located in staff break rooms, all bathrooms, cafeteria/kitchens, classrooms, and janitorial closets) are functioning with water and kept stocked with soap and paper towels or hand dryers.
 - e. If working from the classroom, unit members shall wipe down their desk/chair and other items they have touched with District-provided disinfectant at the end of the day.
 - f. When entering common areas on site such as copy room, staff room, etc., unit members will wipe down items they have touched with District-provided disinfectant.
- C. Procedures and Protocols:
- a. Unit members who choose to attend the work site will be provided with a screening questionnaire to be submitted electronically daily.
 - i. Unit members exhibiting any symptoms, or who believe they have been in close contact with someone who may have COVID-19, shall avoid contact with other individuals. Unit members with symptoms will not report to their site, but may switch to working remotely. If they are unable to do so, they will notify their supervisor of their absence in accordance with usual procedures, and have substitute lesson plans in place. Unit members shall not attend their site if they have been told to quarantine or isolate due to COVID-19 precautions. Unit members with a positive COVID-19 diagnosis shall not return to school sites until they have met Public Health Guideline criteria to discontinue quarantine.
 - b. Contact tracing: The District will work with the County Public Health Officer to initiate contact tracing upon notification that an employee or student has been infected with COVID-19 and send all required notices, while ensuring the unit member's confidentiality as required by law. Unit members shall cooperate with contact tracing as requested by the Santa Clara County Health Department.
 - c. Guideline Updates: The District reserves the right to modify requirements based on Public Health Guidelines, in consultation with bargaining units, as those directives and guidelines may change from time to time, and the parties agree to negotiate any impacts of those changed guidelines and directives at either party's request.
 - d. Unit members shall adhere to the District approved safety requirements for working at a school site during the COVID-19 pandemic.

4. Professional Development

- A. All unit members shall participate in professional development focused on providing distance learning.
 - a. Professional Development, collaboration, and/or staff meetings shall occur every Wednesday per the district schedule.
 - i. Professional Development shall not exceed 90 minutes to allow time for collaboration and/or staff meetings.
 - b. Professional Development hours may include planning time to prepare and implement practices (for example: "Make and Takes") in Distance Learning instruction.
- B. All unit members shall be provided training regarding public health guidelines.

5. Distance Teaching & Learning:

- A. The parties recognize that SB 98, as well as additional guidance from the Governor and CDE, have added additional expectations in implementing distance learning while schools are physically closed. These include daily live interaction for every child with teachers and other students and class assignments that are challenging and equivalent to in-person instruction.
- B. All content shall be aligned to grade level standards at a level of quality and intellectual challenge equivalent to in-person instruction.
- C. All unit members shall have daily live interaction with students. For the duration of the content blocks, teachers will remain online and conduct instruction virtually including: whole group, small group, classwork, independent work, assignments, projects, assessments, and live interaction.
 - a. Every elementary class instructional schedule will include all of the content blocks. Teachers can decide the order of how subject matter is organized.
 - b. Unit members shall provide lesson content to students who are unable to attend live instruction due to connectivity issues or excused absences.
- D. The Parties recognize that teaching requires adjusting instructional schedules, within the content block, to differentiate instruction and meet the needs of our diverse student population.
- E. Communication:
 - a. Unit Members shall maintain ongoing communication with administrators, students and parents regarding the member's instructional schedule.
 - b. Unit members shall make routine communication with parents/guardians regarding student progress and engagement, and shall participate virtually in Parent/Teacher Conferences and Back to School Night.
 - c. Unit members shall make every effort to respond to parent/guardian emails within two school days.
 - d. Both Parties will adhere to current CBA language regarding Parent-Teacher Conferences.
- F. TK/Kindergarten:

- a. The District will continue to provide TK/Kindergarten aides according to past practice. The teacher and aide will collaborate to create the aide's daily schedule, then notify the site administrator.
- b. The District will support TK/Kindergarten teachers for the first three weeks of school by providing up to three days of substitute teacher support so that beginning of the year, one-on-one virtual assessments can be conducted.

G. Middle School:

- a. Middle school teachers will teach an Advisory period daily. One day a week shall be a 45 minute period. The other days shall be 20 minute periods. Lesson plans and additional resources for these Advisory periods shall be provided by the District.
- b. Teachers shall not be responsible for providing grades or written feedback on student work in Advisory. Grades will be pre-marked as NM (No Mark).
- c. Teachers shall have a prep period every day, including Wednesdays, as laid out in our CBA.
- d. Teachers shall be paid \$250 per semester for Advisory period. The first semester shall be paid in the January warrant and the second semester shall be paid in the July warrant. If distance learning is less than a full semester, the stipend(s) shall be prorated.
- e. Advisory classes will be loaded from the teachers' first semester caseloads.
- f. Advisory classes only exist for the duration of Distance Learning. Any continuation of these classes shall be negotiated.

H. "Grab and Go"

- a. A "Grab and Go" program for distribution of materials will be implemented during the first three days of the school year for up to two hours total per teacher. Teachers should be engaged with and/or accessible to students the other part of the school day during those three days.

I. Grading & Assessments:

- a. The standard grading policy shall be in place.
- b. The district will provide support for TK/K teachers to administer one-on-one assessments virtually (i.e., provide release time or equivalent virtual one-on-one assessment options).
- c. Members may make adjustments to instructional schedules as necessary to complete assessments.
- d. The District shall support members in transitioning assessment materials to be applicable in a distance learning environment.

J. Combination Classes:

- a. Recognizing that providing quality distance learning to a combination class is especially challenging, the district shall eliminate all combination general education classes in grades K-6.

K. Music:

- a. Music instruction in the 5th & 6th grade instrumental music program shall be offered without conflict from the daily instruction of classroom teachers at the elementary schools during distance learning.

- b. The program rollout shall be coordinated between the music team and the Assistant Superintendent of Educational Services.
 - i. Music teachers shall be given additional time to plan and implement the program, in coordination with the Assistant Superintendent of Educational Services.
- L. Both parties acknowledge the significant workload impact of distance learning (e.g., creating online lessons, grading and feedback for students, increased time communicating with parents, etc.) and agree to negotiate those impacts as they develop.

6. Students with Disabilities and Distance Learning:

- A. Students with Individualized Education Programs (IEP) or Section 504 Plans will receive their instruction via distance learning. All special education teachers and service providers will collaborate, as appropriate, with general education teachers to create individualized distance learning plans for their students. The plans will provide for instruction and/or services that meet the minimum recommendations identified by a team with knowledge of the child's needs.
 - a. Student IEPs and Section 504 Plans, and amendments, shall be implemented and students will continue to receive services called for in those IEPs and Section 504 Plans, in alternative ways if necessary, ensuring accessibility and providing identified accommodations.
 - b. Virtual tools may be used, as needed, to hold any necessary 504 and IEP meetings.
 - c. All assessments will be conducted virtually when feasible. When assessments cannot be conducted virtually, the District shall seek certificated staff who volunteer to conduct in-person student assessments (Initial Assessments, Triennial Assessments).
 - d. The District shall provide support to RSP, SDC, SLP, and any other unit member who 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.
 - e. The District shall seek volunteer staff to complete any Initials, Triennials, and/or Annual assessments not performed during the Spring of 2020, and they shall be paid overtime to complete this work.
- B. Special education unit members will work collaboratively with core content unit members to accommodate or adapt lessons to meet the needs of students in a distance learning environment, and to ensure that lessons and activities are appropriate and consistent with the student's IEP.
- C. Unit members will provide timely input to case managers in advance of scheduled IEP or Section 504 meetings.
- D. The Parties agree to meet at the request of either Party to discuss implementing guidance from the California Department of Education (CDE), and/or United States

Department of Education (DOE), and/or other applicable guidance, in order to ensure that the District provides equitable and appropriate education for students with special needs and meets all legal requirements.

- E. SDC combination classes with more than 12 students will be offered a second classroom aide.

7. "Distance Learning Transfers/Reassignments"

- A. The District shall maintain the right to assign and/or reassign employees. The District will adhere to current CBA language in the event that teachers are transferred to different assignments during the period of this agreement.

8. Leaves of Absence:

- A. COVID-19 Exposure, Symptoms, or Positive Test: A unit member shall have access to up to 10 days of federal paid sick leave under the FFCRA if the member is unable to work (1) due to government issued quarantine or isolation order related to COVID-19, (2) due to being advised to self-quarantine by a healthcare provider related to COVID-19, or (3) because the member is experiencing symptoms of COVID-19 and is seeking diagnosis. The District may request verification to confirm eligibility for leave under this section.
 - a. No member shall have their compensation and benefits reduced during a quarantine or positive diagnosis over the two-week period.
- B. For unit members to care for others: A unit member may use up to 10 days of available federal paid sick leave under the FFCRA if the member is unable to work due to the need to care for (1) a minor child due to a COVID-19 related school closure, (2) an individual subject to government issued quarantine or isolation order related to COVID-19, (3) an individual who has been advised to self-quarantine by a healthcare provider related to COVID-19, or (4) an individual who is experiencing symptoms of COVID-19 and is seeking diagnosis. The District may request verification prior to placing a unit member on paid leave. Leaves will be deducted based on all applicable federal, state and local laws.

9. Evaluations:

- A. The Parties understand that distance learning is a new mode of instruction, and may require additional time and support.
 - a. The District will encourage principals to defer observations until the second half of the 2020-2021 school year.
- B. The District will encourage administrators to enact Article 11.2d in the Collective Bargaining Agreement as applicable.

10. Extra Duty Assignments:

- A. Extra duty assignments and stipends will be paid if the work is completed by the unit member. In the event that conditions do not allow for the assignment to be completed due to a COVID-19 related reason, a prorated amount shall be paid to the unit member, as agreed upon by the unit member and the site administrator.

11. “Pivoting Models” Logistics

- A. Flexibility to Open/Close Schools and to Change the Student Instruction Delivery Model: The District reserves the right to make the decision to open, close or reopen District schools or classrooms according to county and state health guidelines, in consultation with Labor, Parent and Community organizations as per County Public Health Department mandates.
- B. Both Parties agree to meet and negotiate prior to the resumption of any form of in-person instruction.

12. Acceptable Use Policy:

- A. District employees using District-provided technology – whether hardware or software – including District networks, emails, and applications, are included within the parameters of the district’s Acceptable Use Policy (“AUP”); thus, unit members acknowledge that, using their own personal devices (e.g., mobile phone, laptop, etc.) and internet, but using District-provided applications, makes the AUP applicable. Unit members agree to comply with the District’s AUP when working remotely (e.g., using District provided e-mail, logging into District resources (e.g., Google Drive, Google Classroom, and other district approved platforms) for distance learning). For the purpose of clarification, the District’s AUP is attached to this MOU as Exhibit A.

13. General Provisions:

- A. Not Precedent Setting: The Parties agree that this MOU is not precedent setting, and does not constitute a past practice.
 - a. Compliance with Law: The Parties recognize that the COVID-19 pandemic is evolving and so is governmental response. The Parties will comply with existing and future state and federal legislation and applicable orders and directives as they affect the terms and conditions of employment of bargaining unit employees.
 - b. Inconsistencies with the Law: If any term or provision of this MOU is inconsistent with any applicable law or any order issued by any federal, state, or local officer or agency having jurisdiction over the District, and/or if the inconsistency could result in a loss of state or federal funding, the terms of the applicable law/order shall prevail and the inconsistent term of this MOU shall be modified, but all other agreed upon provisions of the MOU will remain in place. In this instance, the Parties shall consult about the changes to this MOU as soon as possible, and in advance, if practical.

- c. Both Parties acknowledge the above, and therefore agree to negotiate any unforeseen impacts.
- B. Term: The Parties agree that this MOU shall expire on June 30, 2021 unless extended or modified by mutual written agreement or upon the resumption of the normal operations of school, whichever comes first.
- C. Authorization to Execute Agreement: The undersigned Parties represent that they have read and understand the terms of this MOU and are authorized to execute this MOU on behalf of their principals. Copies of signatures shall have the same force and effect as original signatures. Facsimile and electronic signatures shall be deemed original signatures.

EVERGREEN SCHOOL DISTRICT

DocuSigned by:
Emy Flores
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Dr. Emy Flores
Superintendent

8/13/2020
Dated: _____

DocuSigned by:
Cesar Torrico
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Cesar Torrico
Assistant Superintendent of Human Resources

8/13/2020
Dated: _____

EVERGREEN TEACHERS ASSOCIATION

DocuSigned by:
Suzanne Lima
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Suzanne Lima
ETA President

8/13/2020
Dated: _____