

MEMORANDUM OF UNDERSTANDING
BETWEEN
BRAWLEY ELEMENTARY SCHOOL DISTRICT
AND
BRAWLEY ELEMENTARY TEACHERS ASSOCIATION
DISTANCE LEARNING DUE TO SCHOOL CLOSURES DURING COVID-19 PANDEMIC

April 21, 2020

The Brawley Elementary School District ("District") and Brawley Elementary Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") regarding distance learning related to the coronavirus ("COVID-19") pandemic.

The Parties recognize there is a need to close schools ("emergency school closure") and move to a distance learning model to allow for social distancing, as recommended by public health officials to prevent the spread of illness arising from COVID-19 during the 2019-2020 school year.

The Parties also recognize that on March 13, 2020 Governor Gavin Newsom issued Executive Order N-26-20 in response to the physical closure of schools regarding the COVID-19 pandemic. The Executive Order details that LEAs will continue to receive state funding so that they can continue delivering high-quality educational opportunities to students through distance learning and/or independent study and continue to pay employees.

The District and Association agree as follows:

Defining "Distance Learning," Assessment, and Student Expectations

- The District and Association recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its certificated staff. For the purpose of this MOU, "distance learning" means instruction in which the student and instructor are in different locations. Methods could include on-line instruction, take home packets, phone calls, emails, text reminder applications, and other means of communication.
- District and State assessments scheduled after March 16, 2020 have been suspended.
- Distance Learning activities provided to students will include enrichment, engagement, and review through Clever, Google Classroom, email, telephone, district created educational packets and/or app-based parent contact platforms, etc. Students will be "held harmless," and will not receive a grade as a result of engaging in distance learning during this unprecedented time. This aligns with the State Superintendent of Public Instructions' (SSPI) recent statements that assessments should not be used during this time as a summative measure, but rather as a formative measure to gauge instruction and areas where students may need support. Following further guidance from the California Department of Education (CDE), SSPI, or Governor, the parties will meet again to determine additional options for grading to ensure equity.
- The District, in collaboration with the Association, agrees to make provisions for certificated staff to enable students to engage in a unique education delivery model - distance learning. This model will provide teachers with an alternative method of delivering instruction that does not require unit members to physically report to work.

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- Teachers shall make a weekly learning plan, or expectation list, for students that is derived from online resources (such as those found on the BESD home page) to work on throughout the week. The plan shall be communicated to students no later than Tuesday of each week. Teachers shall make at least two (2) attempts at contacting students per week.
- In addition to the two student contacts per week, teachers shall communicate the level of participation of the students to the students' parent(s) no less than bi-weekly (every other week).
 - The rubric for participation shall be as follows:

1	Student did not participate in weekly Distance Learning
2	Student did not show adequate participation effort in weekly Distance Learning
3	Student participated in some weekly Distance Learning, but more effort is necessary
4	Student met expectations for participation and effort in weekly Distance Learning
5	Student exceeded participation and effort expectations in weekly Distance Learning

- For the purposes of student and parent contact, a teacher may decide to use phone calls, email, Google Classroom, or other electronic communication platforms.
- No formal grades shall be given during the period of Distance Learning. Teachers are encouraged to provide feedback to students.

Preparation Time to Implement Distance Learning

- Bargaining unit members shall be provided four (4) days to prepare lessons and resources to transition to distance learning in accordance with the following schedule:
 - Training and preparation (May 4, 5, 6, & 7, 2020)
 - Start Distance Learning on May 11, 2020
 - End Distance learning May 29, 2020
- The District shall provide all necessary equipment, internet connections, hot spots, and any other necessary equipment to deliver distance learning, to the extent possible. The Association and the District will meet and agree to prioritize equipment, if necessary. Staff shall not be liable for damage to District equipment.
- Bargaining Unit members may have access to their classrooms during normal school business hours (7:30 am- 2:30 pm) with reasonable notice to site principal. They may conduct all lessons from their classrooms using school equipment if they so choose. Members may not have others with them in their classrooms, except for unit members meeting the conditions stated in this MOU, which allows them to bring their children to their work site, and agree to follow all social distancing guidelines if they come in proximity to other staff members. Bargaining unit members who choose to work in/from their classrooms do so voluntarily and will not be required by the District to do so.
- The District ordinarily does not allow unit members to bring their children to their work site during work hours. However, the Parties acknowledge these are extraordinary circumstances and unit members may require childcare for their own children. Unit members may bring their own children to their work site under these conditions:

1. Children must be unit members' dependent

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2. Children must not exhibit any signs of illness
3. Children must always be under the direct supervision of the unit member, within the same room
4. The presence of children cannot create distraction from the unit members required work, or any other unit members' work

The right to bring children to campus may be revoked if these conditions are not followed.

- Bargaining unit members shall receive a monthly stipend beginning May 4, 2020 and continuing through the remainder of the District's school closure of fifty dollars per month (\$50) for costs incurred with working from home, increased personal data usage, and home internet. In the event schools reopen prior to the completion of a full month period, the stipend shall be prorated accordingly.
- Bargaining unit members shall receive professional development on the use of technology and the delivery of instruction via distance learning. Professional development shall take place virtually and during working hours prior to the implementation of distance learning. Attendance is optional for unit member.
- The District shall provide bargaining unit members access to District provided technical support via virtual tools. This may include access to technical support personnel, helplines, and other technical support from district staff, as well as instruction on distance learning platforms and instructional materials.
- Standards based work packets will continue to be produced by the district through the duration of the school closure. Work packets for students have been distributed to students in two-week intervals starting on March 16, 2020.

Communication, Collaboration, Privacy, and Security

- Bargaining unit members shall check their District email daily during the regular work week.
- Staff may collaborate virtually as they deem necessary and appropriate while they are engaged in distance learning. Recognizing this unique situation, the time and manner of collaboration will not be determined by District or site administration.
- Bargaining unit members shall not be required to provide personal cell phone numbers or email addresses in communications with parents or students. Unit members are encouraged to use *67 when contacting parents, in order to block their personal cell phone number.
- Virtual staff meetings, if needed, shall be no more than one (1) hour per week and Unit Members shall be notified of any such meeting at least twenty-four (24) hours in advance. Bargaining unit members who are not available during the scheduled staff meetings are responsible for contacting their site principal to get information.

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- Teachers will not be required to conduct live video over their objection, pursuant to Education Code Section 51512.

Curriculum Content and Scheduling

- Any curriculum resources or lessons provided by the District should be considered the baseline (or a starting point for instruction during this period of distance learning). Teachers may customize the content to meet the needs of the students in their class(es). Bargaining unit members may choose to be innovative and develop activities to support and encourage their own innovative teaching modalities. Unit members shall not be evaluated on those lessons and/or instruction during this pandemic/period of distance learning.
- Bargaining unit members will be expected to provide instruction, resources, and support to students through distance learning. However, considering the personal challenges presented by the COVID-19 pandemic (e.g., members' own childcare concerns/needs), bargaining unit members shall not be required to maintain a set daily schedule throughout the emergency school closure. Due to the pandemic disrupting normal family life and recognizing that family circumstances may be different for students and their families, the following are maximum time limits students should be expected to engage with distance learning lessons each week. These maximum times include screen time, homework, reading, and other activities per grade level:
 - TK-2: No more than 1 hour daily
 - 3-5: No more than 1.5 hours daily
 - 6-8: No more than 2.5 hours daily
- The coursework provided to students shall have the intention of promoting continuity of learning while students are not in school. This will include enrichment, intervention, and/or exposure to new material. The pace of instruction shall be at the discretion of the teacher based on the needs of one's students. The work provided will not require summative assessments or grading.
- 7th period Barbara Worth teachers will report the participation of students to their parents. Content area teachers at each grade level will provide suggested lessons and questions for participation assessment purposes. Parents will be directed to the student's area content teacher for help with specific content.

Special Education, Academic Coaches, and Early Reading Intervention teachers

- The parties agree to meet at the request of either party to address implementing guidance from the CDE and/or Federal Department of Education in order to provide equitable and appropriate education for students with special needs. Special education teachers will work collaboratively with core content teachers via a virtual platform, or others means that comply with social distancing guidelines, to adapt lessons to meet the needs of students in a digital learning environment and ensure that lessons and activities are appropriate, as documented in the student's IEP.

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- Students with moderate to severe disabilities will be provided continuity of learning through a variety of distance learning resources, as appropriate. This enables all students access to the same learning opportunities.
- Virtual tools may be used to hold any necessary IEP meetings and to meet and collaborate on a student's IEP. Telephonic meetings are also acceptable.
- Early Reading Intervention Teachers will continue to deliver services to their assigned students' in the manner they have been since the school closure.
- Academic Coaches shall assist teachers who need assistance with curriculum delivery and curriculum resources.

Compensation

- Certificated bargaining unit members who are developing distance learning curriculum, methods, or materials for use Districtwide will be compensated at the standard extra assignment hourly rate.
- For individual assistance, as approved by the principal, teachers will be compensated at the standard extra assignment hourly rate.
- Teachers shall be compensated for students enrolled in their class over the class size maximum in accordance with our Collective Bargaining Agreement.
- Stipends and extra-curricular pay will continue to be paid to Unit Members designated to receive the pay.

Leave

- The District will follow the Families First Coronavirus Response Act (FFCRA) for all COVID related leave. If a Unit Member exhausts all COVID related leave, the District and BETA will meet to discuss authorizing additional leave that isn't deducted from the Unit Members accumulated leave.

Evaluation

- Bargaining Unit Members who received an evaluation prior to winter break during the 2019-2020 school-year, may choose one of two (2) options:
 - A. Finalize the evaluation (*with mutual agreement between bargaining unit member & principal, preliminary evaluation becomes final evaluation*)
 - B. Pause and extend the timeline (*extend 2019-2020 final evaluation timeline to on or before December 15, 2020*)
- Probationary teachers shall advance toward permanent status based on current law.

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End of The Year Check Out Procedures

- Cumulative student files shall be completed by teachers prior to teacher checkout. Teachers shall make arrangements to work in their classrooms to complete these files. The window to complete the files shall open between May 26th - June 4th. The principal shall grant access dependent on the ability to ensure social distancing requirements are met.
- Teacher checkout shall be allowed to be completed during the time that a teacher is on campus to complete CUM files. Teachers will still be required to work from home even after checkout until June 3rd.

Miscellaneous/Other Provisions

- Upon the State/County/District determining schools are safe to reopen, the District shall provide at least 48-hour notice to all unit members to prepare for return to the classroom with students.
- The first workday back to District work sites shall be a non-student day for preparation to resume in-person classes, and all District classrooms/facilities shall be cleaned/disinfected pursuant to the highest-level requirement(s) of local, state, and/or federal health authorities.
- Upon schools re-opening, student-issued electronic devices shall be disinfected and browsing history cleared. Teachers shall be held harmless for any inappropriate content that might be seen by students once the devices are used again in the classroom setting.
- The District will be responsible for notifying/reminding students and parents that students are expected to abide by the District's acceptable use policy during online learning.

Both parties recognize that distance learning in an online setting lends itself to challenges/limitations for the unit members to manage inappropriate student behavior compared to what they could address if they were in a typical classroom setting, e.g., teacher will not be able to see/monitor what all students are doing online, and students have access to things at home they do not have at school.

Due to limitations of a Distance Learning setting, unit members are not expected to address student inappropriate behavior that they are unaware of occurring. If, however, they are subsequently made aware of such inappropriate behavior, they should report it to their site administrator as soon as reasonably possible and such behavior will be addressed appropriately. BETA and the District remind teachers that they remain Mandated Reporters by law.

- In the event of a confirmed or likely COVID-19 infection of a district employee, student, or community member utilizing district facilities, the District will inform the Association of any potentially exposed staff members. The District will not reveal personally identifiable information.

All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.

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This MOU resolves the negotiable effects of distance learning due to COVID-19. The District and/or Association reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures in the 2019-20 school year.

This MOU shall expire in full without precedent on June 4, 2020, unless extended by mutual written agreement.

Maryann Moreno 4/29/2020

For the Association

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