

**MEMORANDUM OF UNDERSTANDING BETWEEN BENICIA
UNIFIED SCHOOL DISTRICT AND CLASSIFIED SCHOOL
EMPLOYEES ASSOCIATION- CH#1096 DUE TO COVID-19
PANDEMIC - VIRTUAL LEARNING 2020-21
August 4, 2020**

The Benicia Unified School District ("District") and the Classified School Employees Association Ch#1096 ("CSEA or Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 pandemic and the return to school during the 2020-2021 school year.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. This agreement is non-precedent setting. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act ("EERA") *California Government Codes 3540 et seq.* apply and remain in effect.

The Parties agree to the following:

CRITERIA FOR SAFELY PROVIDING IN PERSON INSTRUCTION

Upon determination that schools are safe to re-open for the 2020 -2021 school year based on the following criteria, the District may open on a hybrid in-person model. If the following criteria are not met, the District shall reopen with Virtual Learning.

- a. PPE available for all staff prior to the first in-person day.
- b. Follow guidance from the Governor's office regarding school reopening and closing procedures as of July 17, 2020.
- c. All safety measures are in place as described in this agreement.
- d. Health screening, notification, and quarantine protocols and procedures, that are in alignment with CDC and Solano County Health Department recommendation, will be created prior to in-person instruction occurring.

1.0 DEFINITIONS

- 1.01 "Virtual learning"- Per SB 98 (a) "Distance or Virtual learning" means instruction in which the pupil and instructor are in different locations and pupils are under the general supervision of a certificated employee of the local educational agency.
- 1.02 "Synchronous" - Learning happens live with the teacher through video or audio instruction

- 1.03 “Asynchronous” - Learning happens at students’ own pace

2.0 DUTIES AND RESPONSIBILITIES OF EMPLOYEES

1. While at the worksite, all employees must adhere to District Precaution Measures and Safety Protocols.
2. Principals and District Department Leads will develop a rotating schedule to work onsite as appropriate, for office and other support staff (e.g. campus supervisors, noon duty supervisors, etc.) to ensure the six (6) feet physical distancing protocol.
3. Maintenance, Custodial, Food Service, Technology, and Child Development Unit staff will work at their assigned work sites as instructed by their supervisors.
4. Employees (i.e. Special Purpose Aides (SPAs), Special Education Aides (SEAs), Reading Tutors, Library Media Technicians, etc.) who support students in classrooms will be required to join virtual learning platforms and follow teachers’ instructions to provide online support and instruction to the students.
5. During this emergency period as per California Gov. Code Sec. 3100 et. seq., all public employees are declared to be “Disaster Service Workers” and can be assigned other activities/duties or asked to flex hours or shifts as needed.
6. Absences in AESOP Frontline that request a substitute during the school virtual learning should be changed to no substitute required except the departments listed below. Substitute coverage will be approved during virtual learning for the Maintenance, Custodial, Childcare, and Food Services Department only.

3.0 EMPLOYEES WORKING IN CLASSROOMS AND INSTRUCTION

- 3.01 At elementary school level, support staff (e.g. SPAs, SEAs, Reading Tutors, Library Media Technicians, etc.) working with students will work with teachers to provide synchronous instruction to students via Zoom or Google Meet during their scheduled time five days per week. They will follow the schedule created by the teachers whom they support.
- 3.02 The middle school schedule will be a modified 4x4 model where students take 4 classes a day for each semester (English all year, math all year, science/social studies, PE/elective). Support staff at the middle school will assist the teachers and provide support to the students by instructing students via Zoom or Google Meet lessons. They will follow the schedule created by the teachers they work with.
- 3.03 The Benicia High School schedule for the 2020 - 2021 school year will be a 4x4 block schedule where students take 4 classes a day for each semester. Support staff at the high school will assist the teachers and provide support to the students by instructing students via Zoom or Google Meet lessons. They will follow the schedule created by the teachers they work with.

Curriculum Content and Scheduling

- 3.05 The parties agree that the District shall provide district approved hardware, software, support, and training necessary for the unit members who will be engaging with students online.

- 3.06 Unit members working with students are required to participate in the lesson plan software (e.g. Zoom, Google Meet, etc.). They are also required to review lessons and other documents as asked by the teachers they assist in Google Classroom virtual learning platform.
- 3.07 Daily lesson time refers to time students spend on synchronous and asynchronous activities that are planned and supported by the bargaining unit members who assist teachers with instruction of students. The minimum school day or daily lesson time, per grade span is the following:
- 180 minutes per day for students in PK, TK, and K
 - 230 minutes per day for students in grades 1-3
 - 240 minutes per day for students in grades 4-12
- 3.08 The parties recognize that special education staff will provide specialized academic instruction and make accommodations needed for their students with special needs and provide related services as designated in IEPs to the extent feasible with distance and/or online learning, and in consideration of State/Federal District Guidelines. These accommodations shall be guided by current state and federal laws and shall be fluid to account for all applicable special education waivers. New SPED program is linked here.

Communication

- 3.09 Unit members will respond to work-related emails and other communications as soon as possible and within 48 hours of receipt, excluding non-work days, to the greatest extent possible.

4.0 Student Behavior and Access

- 4.01 Students will only be permitted to participate in live video/audio lessons after the District has secured the District's acceptable use policy. Students will be expected to follow all District/School/and classroom guidelines for appropriate behavior.
- 4.02 Every student must have a device (District issued Chromebook if needed) that has the capacity to run the programs needed for their learning.

5.0 Meetings and Gatherings

- 5.01 Mandatory in-person meetings shall be prohibited during virtual learning (including but not limited to, staff meetings, department meetings, grade level meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, etc). All meetings shall be held virtually and shall be scheduled during asynchronous instructional time.
- 5.02 Back-To-School Night will be held virtually. Open House, and in-person Promotion/Graduation meetings or ceremonies will be determined later during the school year.

6.0 LEAVES

Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)

During the COVID-19 pandemic, employees have access to the same leaves they would typically [sick leave, personal necessity (up to 7 days of available sick leave balance), vacation (as applicable), compensatory time (as applicable)], in addition to emergency leave benefits granted under the Families First Coronavirus Response Act (FFCRA- HR 6201). Benefits made available through FFCRA become effective April 1, 2020 and it expires on December 31, 2020.

Leaves granted under the FFCRA include:

- 6.01 Emergency Paid Sick Leave (“EPSL”) – up to 80 hours of paid sick leave (prorated for part-time; total of two work weeks) when an employee is unable to work on-site or remotely:
- 6.02 FULL PAY maximum \$511/day and \$5,110 total:
 - 1. The employee is subject to a quarantine or isolation order related to COVID-19 by federal, state, or local government; or
 - 2. The employee has been advised to self-quarantine related to COVID-19 by a healthcare provider; or
 - 3. The employee is experiencing COVID-19 symptoms and seeking medical diagnosis; or
- 6.03 2/3 PAY maximum \$200/day and \$2,000 total:
 - 4. The employee is caring for an individual who is subject to (1) or (2); or
 - 5. The employee is caring for a son or daughter whose school or place of care is closed or whose caregiver is unavailable due to COVID-19 precautions; or
 - 6. The employee is experiencing a “substantially similar condition” as specified by the Department of Health and Human Services (DHHS).
- 6.04 Emergency Family Medical Leave Expansion Act (“Emergency FMLEA”)

Employees who have been employed for at least 30 calendar days and are unable to work on-site or remotely due to childcare issues as a result of school or place of care closure (or unavailability of childcare provider) [i.e. qualifying reason number 5 above] may be entitled to up to 12 workweeks of leave for childcare purposes. The first two weeks of Emergency FMLEA leave is unpaid, unless employees elect to utilize accrued paid leave, including EPSL during this time. The remaining 10 workweeks of leave are paid at 2/3 their regular rate of pay for up to \$200 daily and \$10,000 total (\$12,000 total for the 12 workweeks).

Important note: Emergency Paid Sick Leave may not exceed a total of two (2) weeks. When combined with Emergency FMLEA, leaves may not exceed twelve (12) weeks total. Employees are able to use other available leaves to remain in paid status and are encouraged to work with Personnel to understand their total leave rights.

7.0 PAY AND BENEFITS

- 7.01 While working under a total virtual learning model, bargaining unit members shall continue to receive their full compensation and benefits.

8.0 EVALUATION

8.01 CSEA unit members, who are due for evaluation, will be evaluated during the 2020-21 school year.

9.0 TRAINING

9.01 The District will provide necessary professional development to the classified unit members.

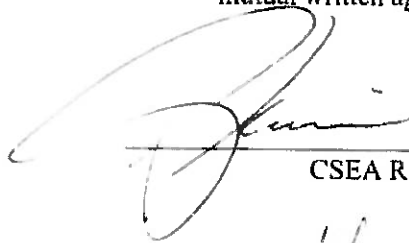
11.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

11.01 Due to the evolving nature of the pandemic, the District and/or Association reserve the right to negotiate safety and/or any additional impacts and effects related to the COVID-19 pandemic and/or additional school closures in the 2020-2021 school year.

12.0 DURATION

12.01 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.

12.02 This MOU shall expire in full without precedent on June 4, 2021 unless extended by mutual written agreement of the Parties.



CSEA Representative

8/5/2020

Date



BUSD Representative

8/5/2020

Date