

MEMORANDUM OF UNDERSTANDING BETWEEN BENICIA UNIFIED  
SCHOOL DISTRICT AND BENICIA TEACHERS ASSOCIATION DUE TO  
COVID-19 PANDEMIC - VIRTUAL LEARNING 2020-21  
**JULY 28, 2020**

The Benicia Unified School District ("District") and the Benicia Teachers Association ("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 significant 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 at least 10 days 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 and the hybrid learning agreement.
- d. The ability to provide stable cohort groups in TK-5 not to exceed 50% of the normal class size and 6th-8th grade to the extent possible.
- e. Health screening, testing, 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. Distance learning may include, but is not limited to, all of the following:
  - (1) Interaction, instruction, and check-ins between teachers and pupils through the use of a computer or communications technology.

(2) Video or audio instruction in which the primary mode of communication between the pupil and certificated employee is online interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology.

(3) The use of print materials incorporating assignments that are the subject of written or oral feedback.

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 INSTRUCTION**

The Parties recognize there is a need to adjust instructional schedules at the elementary, middle and high school levels.

Due to COVID-19 and the need to modify schedules, the pacing and essential standards shall be identified in collaboration with teachers.

The District, in collaboration with the Association, agrees to make adjustments to the work schedules at the elementary, middle, and high school levels for the 2020-2021 school year as follows:

**Changes to the Models of Instruction** - District should provide actual bell schedules for the secondary levels.

### **2.01 Elementary School Model**

2.01.1 Combination class teachers will be compensated at the stipend rate of DEPTH07 (\$5,301) for the 2020-21 school year and will be prorated if virtual and hybrid learning does not continue for the entire school year.

2.01.2 Teachers must establish a minimum of 30 minutes student check in time on Fridays.

2.01.3 Fridays will be asynchronous instructional days, where students may have reasonable virtual/independent learning to complete.

2.01.4 Fridays, outside of CPT time, will be for up to three (3) hours of staff meetings a month, up to an additional two (2) hours of professional learning opportunities a month and additional hours of optional professional learning opportunities.

2.01.5 All other Friday hours will be for teachers directed grade level meetings, planning & preparation, teacher collaboration, IEP/SST/504 meetings, parent communication, grading, progress monitoring, attendance, SB98 mandate- Weekly Engagement Record, etc.

### **2.02 Middle School Schedule**

2.02.1 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) Teachers teach 4 of those classes each day and have a prep.

- 2.02.3 Teachers must establish a minimum of 30 minutes student check in time on Fridays.
- 2.02.4 Fridays will be asynchronous instructional days; where students may have reasonable independent work to complete.
- 2.02.5 Fridays, outside of CPT time, will be for up to three (3) hours of staff meetings a month, up to an additional two (2) hours of professional learning opportunities a month and additional hours of optional professional learning opportunities.
- 2.02.6 All other Friday hours will be for teachers directed grade level meetings, planning & preparation, teacher collaboration, IEP/SST/504 meetings, parent communication, grading, progress monitoring, attendance, SB98 mandate- Weekly Engagement Record, etc.

### **2.03 Benicia High School Schedule**

- 2.03.1 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. A full time teacher will teach 3 of those classes each day and have a prep.
- 2.03.2 Teachers who teach part time will be paid based on the number of courses they teach over the school year in the 4x4 model.
- 2.03.3 Teachers must establish a minimum of 30 minutes student check in time on Fridays.
- 2.03.4 Fridays will be asynchronous instructional days; where students may have reasonable virtual/independent learning to complete.
- 2.03.5 Fridays, outside of CPT time, will be for up to three (3) hours of staff meetings a month, up to an additional two (2) hours of professional learning opportunities a month and additional hours of optional professional learning opportunities.
- 2.03.6 All other Friday hours will be for teachers directed grade level meetings, planning & preparation, teacher collaboration, IEP/SST/504 meetings, parent communication, grading, progress monitoring, ACCESS check-ins, attendance, SB98 mandate- Weekly Engagement Record, etc.

### **2.04 Liberty High School Schedule**

- 2.04.1 Teachers must establish a minimum of 30 minutes student check in time on Fridays.
- 2.04.2 Fridays will be asynchronous instructional days; where students may have reasonable virtual/independent learning to complete.
- 2.04.3 Fridays, outside of CPT time, will be for up to three (3) hours of staff meetings a month, up to an additional two (2) hours of professional learning opportunities a

month and additional hours of optional professional learning opportunities.

- 2.04.4 All other Friday hours will be for teachers directed grade level meetings, planning & preparation, teacher collaboration, IEP/SST/504 meetings, parent communication, grading, progress monitoring, advisory check-ins, attendance, SB98 mandate- Weekly Engagement Record, etc.

### **Curriculum Content and Scheduling**

- 2.05 The parties agree that the District shall provide district approved software, support, and training for unit members who will be engaging with students online.
- 2.06 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). Bargaining unit members 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.
- 2.07 All teachers are required to use Google Classroom as a virtual learning platform.
- 2.08 Daily lesson time refers to time students spend on synchronous and asynchronous activities that are planned and supported by bargaining unit members. 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
- 2.09 Monday through Thursday on-line Elementary synchronous instruction for each identified subject or each small group of students shall take place. Sample elementary schedules for virtual instruction are linked here.
- 2.10 Monday through Thursday on-line synchronous instruction for middle school shall be a minimum of 30 minutes per period per day for 6th-8th. Synchronous instruction for each class at the secondary level shall fall within the scheduled time for that class period. For grades 6th-8th synchronous and asynchronous instruction and independent practice shall not exceed 60 minutes per period per day.
- 2.11 Monday through Thursday on-line synchronous instruction for high school shall be a minimum of 30 minutes per period per day for 9th-12th. Synchronous instruction for each class at the secondary level shall fall within the scheduled time for that class period. For grades 9th-12th synchronous and asynchronous instruction and independent practice shall be a minimum of 60 minutes per period per day.
- 2.12 To provide students and parents with consistency and to avoid conflicts, office hours/interactive instruction shall be scheduled during the same times each week. Office

hours shall be used to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms.

- 2.13 Unit members shall make themselves available by district email on regularly-scheduled work days and work hours for all district communication and to answer questions for students or families regarding student learning.
- 2.14 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.
- 2.15 Along with regular instruction, during the first week of school, unit members at the Elementary level may schedule one-on-one appointments with each student to ensure a sense of community and may include the collection of forms, contact information (including parents and students' gmail accounts), clarify Chromebook use etc. Each appointment should be a minimum of 15 minutes per student via Google hangout, Zoom, phone or in person depending on guidance from the health department. Unit members will coordinate these schedules with the site administrators.
- 2.16 Bargaining unit members will not be required to conduct live video over their objection, pursuant to Education Code Section 51512. Teachers may use multiple modes for synchronous instruction as stated below:
  - Video or audio instruction in which the primary mode of communication between the pupil and certificated employee is online interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology.
- 2.17 The Board Policy and Administrative Regulation 5121, prior to the amended policy on May 28, 2020 will be used for grading. The elementary report card will reflect the identified essential standards. The District will communicate those expectations to the community as well. This agreement does not usurp the contractual rights nor provisions in Ed Code to administer grades as deemed appropriate by the bargaining unit members.
- 2.18 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. Additionally, the parties agree to scheduling and holding IEP meetings virtually to be in compliance with State/Federal/District Guidelines as often as necessary. New SPED program is linked here.

- 2.19 Bargaining unit members will be expected to provide instruction, resources, and support to students through distance learning. In consideration of personal challenges (e.g., members' illness, or family emergency), instruction may be fully asynchronous, with student follow-up, for up to three days per semester. The unit member must communicate this information with the site administrator and students/parents.

### **3.0 Student Behavior and Access**

- 3.01 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.
- 3.02 Every student must have a device (District issued Chromebook if needed) that has the capacity to run the programs needed for their learning.
- 3.03 If unit members wish to provide hard copy materials to students, the unit member shall collaborate with their administrator to establish the means for reproduction and delivery of materials within reason.

### **4.0 Access to Worksite**

- 4.01 Bargaining unit members may access and work from their classroom/office worksite during regular school hours as they deem necessary. In the event a bargaining unit member reports to a district worksite, he/she shall be responsible for following state, county, and local public health recommendations. Except when working independently in their classroom/office, while on district premises, bargaining unit members shall maintain six feet physical distance between themselves and other individuals and be required to wear a face mask. Staff who cannot wear a mask because of a documented health issue shall be required to wear a face shield. Staff will be required to report their visit on the site level electronic sign in document and follow district COVID-19 procedures.
- 4.02 Regular decontamination of used classroom spaces and shared staff workspaces shall be completed at least once per week. Decontamination shall be done by trained, qualified professionals. Decontamination shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors.
- 4.03 The District shall ensure all HVAC systems are operational and will make its best effort to enable classroom control.
- 4.04 All worksites shall have running water during the work week. If water must be turned off at a site then the staff of the site will be notified. Specific bathrooms will be identified for use by staff. Each identified bathroom will have water, soap, paper towels (no touch wherever possible), and liners for toilets. The District will ensure that each identified staff bathroom will be sanitized after each teacher work day.

### **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. If any extracurricular duties are necessary and have prior written approval by the Principal and the unit member has agreed to perform the extracurricular activity, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement. Stipends may be prorated.
- 7.02 Department Chair stipends for the 2020-21 school year will be paid based on the 2019-2020 section numbers.
- 7.03 Any bargaining unit member who provides substitute coverage for a virtual learning class shall be paid with student rate on the 2020-2021 certificated salary schedule.

## **8.0 EVALUATION**

- 8.01 BTA unit members will be evaluated during the 2020-21 school year. The 25% volunteer requirement outlined in the MOU Evaluation Pilot is waived for the 2020-21 school year.
- 8.02 Evaluations may be completed using evidence from Google Classrooms, and synchronous and asynchronous virtual instruction. The evaluating administrator must be made a member of the teachers' Google Classroom. The evaluating administrator and the teacher will collaborate to identify specific observation times and dates. The language for the observation timeline and process (with the exception noted above in 8.01 regarding 25% requirement) from the CBA will apply. During the initial evaluation meeting, the elements of virtual learning will be taken into account when establishing areas of focus and goals. Consideration shall be made for the fact that this school year is being conducted under a new modality and in the midst of a global pandemic.

## **9.0 TRAINING**

- 9.01 To support teachers in Virtual Learning environments, the District will make every effort to provide tech mentors: one at each elementary school, two at the middle, two at the high school, and to be compensated a stipend rate of Extended Day EXTDAY05 (as written in the Collective Bargaining (CB) Article 2 Section 3C) for the year and will be prorated if virtual learning does not continue for the entire school year. Liberty High



School will be supported by Education Services. Tech Mentors will apply and be chosen using the CB language. The Tech Mentors will also collaborate with Educational Service to provide required or requested professional learning at their respective sites. Tech mentors will keep a log of their work and work collaboratively with their administrators.

9.02 The District shall provide a minimum of 72 hours notice to all bargaining unit members of additional required training hours or days not already provided for in the CBA.

9.03 Please refer to the BTA/BUSD MOU in regard to Professional Development for the 2020-21 School Year.

#### 10.0 GRIEVANCE

10.01 Parties agree to work collaboratively if there are any disagreements. If parties are unable to resolve issues, then any provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

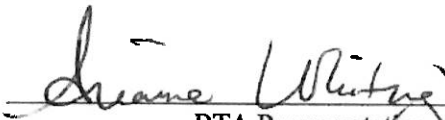
#### 11.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

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.

  
BTA Representative

8-5-20  
Date

Khushwinder Gill

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BUSD Representative

Date