

**Memorandum of Understanding  
Between  
Eureka City Schools  
And  
Eureka Teachers Association  
August 19, 2020**

**In light of the global COVID-19 pandemic, the parties agree as follows regarding reopening in distance learning for the 2020-21 school year:**

1. The terms and conditions in this MOU are only intended to address working conditions during exclusive distance learning.
2. Working Conditions During Exclusive Distance Learning
  - a. The District's hope and intention is that during exclusive distance learning, unit members will report on-site to provide instruction from their classrooms. The District believes this provides the best educational environment for students. However, the District will provide a waiver process for unit members who seek to work remotely for COVID-19-related reasons, subject to the following terms and conditions:
    - i. The waiver request shall be submitted to Personnel and will be considered in consultation with the unit member's site administrator. If the waiver request is granted, the unit member will be required to enter into a remote work agreement.
    - ii. Unless a unit member is required to provide in-person instruction (pursuant to Paragraph 4(a)) and the unit member agrees to enter into a remote work agreement, the waiver will be granted. However, in the event a waiver is revoked pursuant to Paragraph 2(a)(iii)(10), the unit member will not be able to work remotely and the Association will be notified.
    - iii. The remote work agreement will include an agreement to:
      1. Provide a plan explaining how the unit member will:
        - a. Provide a distraction-free work environment;
        - b. Access sufficient supplies and materials to perform their duties;
        - c. Explain how they can be contacted by students, parents/guardians, the site administrator, and Human Resources staff, both by telephone (by providing families

their phone number or using the Remind App) and electronically; and

- d. Agree they shall ensure a confidential setting to protect students' right to privacy as appropriate and in accordance with applicable law.
  2. Agree to provide sufficient, reliable internet service;
  3. Agree to return calls from students, parents/guardians and the District by the same time the next duty day;
  4. If the unit member has children under 18 at home, provide an attestation that the unit member will be able to meet their professional obligations while working from home;
  5. If the unit member has children under 18 at home, provide an attestation that the unit member will not be responsible for directly supervising their children during scheduled time with students;
  6. Agree that when virtually meeting with staff, parents or students, the unit member will provide a backdrop that is non-political, age-appropriate for students, and conducive to a positive learning environment;
  7. Update the District with any changed circumstances, such as a different workspace, changed medical condition or childcare arrangement, or other reason for the remote work waiver, etc.;
  8. Acknowledge that during their working hours they agree to be working and they will follow all relevant working conditions and expectations in this MOU and in the CBA;
  9. Acknowledge that the District will review the remote work arrangement regularly;
  10. Acknowledge that the District has the right to revoke the remote work waiver if it is not effective or operationally sound;
  11. Acknowledge that there may be specific days on which unit members will be required to report to work on-site (except those individuals who are granted remote work through the interactive process). Site administration will make these days known to the unit member in advance and upon request of the unit member, clarify why it is necessary for the unit member to report to the work site; and
  12. Attest that the information provided in the waiver request and the remote work agreement is true and correct.
- iv. The remote work waiver will only be in place during exclusive distance learning. If the District returns to hybrid or in-person instruction, the waiver shall no longer be in effect and all unit members, except those

with medical accommodations pursuant to the ADA, shall be required to report to work on-site.

- b. All unit members are expected to wear face coverings at all times during the duty day in accordance with the California Department of Public Health (CDPH) guidelines as applied to schools unless the unit member is providing distance learning from their own home. Unit members are not required to wear a face covering when alone in their classroom.
- c. The District will provide face coverings for all unit members. Unit members are encouraged to provide their own face coverings as long as they are compliant with relevant public health guidance applicable to schools and appropriate for the school setting.
- d. Unit members are expected to work and be available during their normal contractual duty day. Office hours and synchronous instruction shall follow the site schedule. Weekly prep time will remain the same as in the in-person 2019-20 instructional year.
- e. Classroom teachers are required to provide synchronous, asynchronous and/or intervention instruction every instructional day, and hold office hours daily, as required by the site's daily schedule.
- f. Unit members will make daily District-adopted digital platform links available to site administrators in advance of the synchronous and intervention instruction. Special education unit members must also make their instruction available and accessible to special education administrators.
- g. Any administrator may enter a unit member's virtual classrooms at any time without prior notice to the unit member. Any observations used as part of a unit member's evaluation shall comply with the Evaluations Article and Paragraph 5 of this MOU.
- h. Unit members are required to provide daily live interaction with students.
- i. Unit members will not be required to perform in-person adjunct duties while in exclusive distance learning.

### 3. Distance Learning Accountability Requirements

- a. The unit member shall create a means of recording student engagement/activity for the week that is sufficient for the District to track attendance in accordance with the State's attendance requirements. This means must be preapproved by site administrator.
- b. Unit members may deduce evidence of daily student participation in distance learning by using:
  - i. evidence of participation in online activities;
  - ii. completion of regular assignments and/or assessments; and
  - iii. contacts between employees of the District and pupils or parents or guardians; and
  - iv. any other method permissible under SB 98.
- c. Unit members shall report to the site administration any student who has not engaged for three days in a given week.
- d. Classroom teachers and other unit members (such as TOSAs) shall regularly communicate with parents and guardians regarding a pupil's academic progress consistent with established practices and procedures for traditional in-person learning.
- e. Unit members are required to meet minimum daily instructional minutes as required by the State. If minimum daily instructional minutes are not met by the adopted schedule with synchronous learning, the unit member must make up the difference with asynchronous instruction. Unit members are required to assign a time value for every asynchronous assignment when asynchronous instruction is used in combination with synchronous learning time to meet the daily minimum instructional requirements.
- f. Secondary unit members will update their grades in Power School in at least weekly intervals to be accessible to parents. Elementary unit members will contact student's parent/guardian every other week to report on student participation and effort, unless a student has three (3) or more missed assignments in a week, in which case a weekly contact is required.

#### 4. In-Person Learning (Special Education)

- a. Unit members serving students with disabilities may be required to provide in-person learning opportunities if required by an IEP.

- b. Unit members who are required to provide in-person learning opportunities will be provided sufficient PPE in accordance with relevant public health guidance applicable to schools which may include, but not be limited to: face coverings, face shields, and physical barriers (such as plexiglass).
- c. Individuals requesting not to provide in-person instruction under this Section shall present medical documentation and engage in the Interactive Process with the District to determine whether remote work could be granted as a reasonable accommodation.
  - i. If there are more individuals who, through the Interactive Process, are determined not to be able to perform in-person instruction, date-of-hire seniority will be used to determine who is assigned remote work.
  - ii. Accommodations offered as part of the Interactive Process may include, but not be limited to:
    - 1. Providing additional or enhanced PPE;
    - 2. Placing physical barriers to separate employees from staff, students, or other individuals on campus;
    - 3. Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
    - 4. Moving the employee workstations; and/or
    - 5. If available, transferring or reassigning the employee to a distance learning assignment or an assignment with minimal daily contacts with others.

## 5. Evaluations Procedures

- a. “Classroom” includes, but is not limited to, the unit member’s on-site classroom as well as the virtual instructional platform utilized during distance learning.
- b. “Observation” and “Visitation” includes attendance by any administrator in a unit member’s synchronous or intervention instruction.
- c. Any and all instruction provided during 2020-21 in whatever form may be considered as part of the unit member’s evaluation.
- d. Any meetings required as part of the Evaluations process may be conducted virtually.

## 6. Substitutes

- a. The unit member shall attempt to notify the site supervisor as soon as possible, preferably by 7:00 a.m., if the unit member cannot report for instruction on that day.

## 7. Meetings/Trainings

- a. The District reserves the right to require additional mandated and/or COVID-19 related training during the 2020-21 school year during the teacher duty day.
- b. Unit members are expected to be accessible for and to participate in any meetings otherwise required by the CBA (i.e., IEPs, 504s, SSTs, staff meetings, etc.)
- c. The District shall provide appropriate training for bargaining unit members required to engage with students in a virtual setting.
- d. Prior to any unit members conducting in-person instruction, they shall receive training in the following:
  - i. Reinforcing the importance of health and safety practices and protocols;
  - ii. Cleaning and disinfecting protocols, cleaning supplies and equipment;
  - iii. Physical distancing requirements, personal protective equipment, and stable classroom cohort protocols;
  - iv. Health screening protocols and procedures;
  - v. Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;
  - vi. Protocols on responding to individuals with a family member or someone in close contact with a student or staff member who tests positive for COVID-19;
  - vii. Protocols on responding to a student or staff member testing positive for COVID-19; and
  - viii. The District's School Site-Specific Protection Plan (SSPP).

## 8. Leaves

- a. Eligible unit members may use leave under the Federal Families First Coronavirus Response Act (FFCRA) in accordance with the relevant provisions of the law:
  - i. Two weeks of paid sick leave at the employee's regular rate of pay where the employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a

healthcare provider), and/or experiencing COVID-19 symptoms and seeking a medical diagnosis; **or**

- ii. Two weeks of paid sick leave at two-thirds the employee's regular rate of pay because the employee is unable to work because of a bona fide need to care for an individual subject to quarantine (pursuant to Federal, State, or local government order or advice of a healthcare provider), or to care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19, and/or the employee is experiencing a substantially similar condition as specified by the Secretary of Health and Human Services; **and**
- iii. Up to an additional 10 weeks of paid expanded family and medical leave at two-thirds the employee's regular rate of pay where an employee, who has been employed for at least 30 calendar days, is unable to work due to a bona fide need for leave to care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19.
- iv. "Closed" or "unavailable" for these purposes means the physical location where the unit member's child receives instruction or care is closed, including where some or all instruction is being provided online or through "distance learning."
- v. The parties recognize that the District may request verification of a child's school closure, curtailment or remote-learning schedule.
- vi. FFCRA leave expires on December 31, 2020.
- vii. Unit members may use FFCRA leave intermittently for childcare purposes provided they provide the District with at least two (2) weeks notice and an intermittent leave plan with anticipated absence dates.

- b. Unit members who are unable or unwilling to report to work as assigned will be docked relevant leave time.

## 9. Transfer and Assignment (Article 27)

- a. If not covered by the terms of Article 27, and the District believes a temporary transfer or reassignment is desirable for a safe reopening for hybrid or in-person instruction, the District and Association will meet to negotiate this issue.

## 10. Safety

- a. To ensure employee safety, the District shall require use of face coverings for all students, staff, and visitors who enter District facilities, in compliance with relevant public health guidelines applicable to schools, and relevant disability

law. Individuals who enter District facilities will be required to follow the SSPP, including disinfecting their hands upon arrival.

b. Cleaning/Disinfection

- i. The District will ensure that additional cleaning/disinfection measures, such as a focus on high-touch places, are taken during the COVID-19 pandemic.
- ii. The District will ensure that all classrooms/workspaces are cleaned/disinfected after every day of use, in accordance with the relevant public health guidelines applicable to schools.
- iii. All sinks will be equipped with running water, hand soap, and single-use paper towels, and/or hand sanitizer.
- iv. Hand sanitizer will provided be in every classroom that does not have a sink, in accordance with the SSPP.

c. Ventilation

- i. The District will provide HEPA air purifiers for each occupied classroom and all District office buildings as soon as they are obtained.
- ii. The District supports and encourages unit members to keep classroom windows and doors open to the extent practicable, comfortable, and safe for the unit member.
- iii. If HEPA filters can be installed in the current HVAC system, they will be installed as soon as practicable.
- iv. Any room used for in-person learning will have an HVAC system with a HEPA filter or a HEPA air purifier as soon as obtained. If a unit member has concerns about the ventilation in a room used for in-person learning, they are encouraged to work with their site supervisor to obtain a different space. The District will provide proof that the items have been ordered and upon request will update the Association on a weekly basis on the anticipated arrival time.

d. PPE

- i. School nurses will be provided N95 masks as soon as they are obtained from OES.

#### 11. Quarantine

- a. If a unit member is directed by a public health official or health care provider to quarantine due to exposure to COVID-19, the unit member must notify their supervisor as soon as possible so the District can determine whether the individual can be assigned remote work for some or all of the quarantine period.

#### 12. Self-Screening/Acknowledgement Form

- a. Unit members are required to perform a self-screening prior to the beginning of every work day using the CDC's symptoms checklist (<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>), and to stay home if they suspect they may be exhibiting symptoms of COVID-19 or suspect they have been exposed to COVID-19.
- b. Prior to the beginning of the unit member's work year, they will be asked to certify that they agree to perform this self-screening each day before reporting to work.
- c. The District's self-screening requirements may be updated during the 2020-21 school year as new public health guidance emerges.
- d. Staff will be expected to submit an electronic form prior to their first contracted duty day acknowledging that they are required to properly wear face coverings while on District property in accordance with relevant public health guidance applicable to schools.

#### 13. All terms and conditions of the parties' CBA not addressed by or in conflict with the terms of this MOU shall remain in full force and effect.

#### 14. This agreement is non-precedent setting.

#### 15. The parties reserve the right to negotiate any new, unknown, and/or unforeseen issues during the 2020-21 school year. Either party may request a meeting to re-negotiate the terms of this agreement. The party will notify the other party in writing to request a negotiations meeting.

16. This MOU shall expire on June 30, 2021 unless extended or rescinded by mutual written agreement.

For ETA:

For the District:

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Matt Muldoon , ETA Bargaining Chairperson

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Renae Will, Dir. of Personnel Services