

MEMORANDUM OF UNDERSTANDING
BETWEEN HEMET UNIFIED SCHOOL DISTRICT (HUSD)
AND THE HEMET TEACHERS ASSOCIATION (HTA)

School Closure Related to Coronavirus-19/COVID-19 (COVID-19)

April 13, 2020

(This MOU supersedes the MOU entered into on March 27, 2020)

The Hemet Unified School District (“District”) and Hemet Teachers Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding the school closure related to COVID-19.

The Parties recognize there is a need to close schools (“emergency school closure”) and move to an alternative learning plan to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from the coronavirus during the 2019-2020 school year.

1.0 Spring Break

1.1 Unit Members shall have no teaching requirements during their calendared school break April 6 through April 10, 2020.

2.0 COVID-19 Working Conditions and Leaves

2.1. Typically, Unit Members shall work remotely for the duration of the emergency school closure and shall check and respond to email regularly. In efforts to support students, Unit Members shall establish daily “office hours” that fall within the Unit Member’s normal work day of no less than one (1) hour per day for each workday and shall communicate these hours to parents, students.

- a. In the event that a Unit Member must report to a district site, the District shall communicate the need and give the Unit Member a minimum of 24-hour notice to report to work. The District shall follow state and county health mandates pertaining to these requests. The amount of notice time to report can be adjusted by mutual agreement between the District and HTA if circumstances change that would require such action. Additionally, the District shall provide safety equipment and/or cleaning supplies (i.e. soap, hand sanitizer, paper towels), when available, to ensure the Unit Member maintains his/her safety.

- b. Unit Members with compromised health as defined by the CDC relating to COVID-19 or advanced age (65+ years old) shall not be required to physically report to their worksite until the COVID-19 emergency order is lifted or modified.

2.2. The District may require Unit Members to participate in one (1) virtual/telephonic staff meeting or leadership meeting and one (1) virtual/telephonic department/grade level meeting each week. Each meeting shall not exceed one (1) hour in length. No more than one meeting shall occur on a particular day, and an agenda must be provided at least 24 hours in advance.

2.3 At the discretion of the District, Unit Members may be required to make up essential adjunct duty or committee assignments missed as a result of the emergency school closure. The application of this language would apply to outcomes that would be detrimental to the District if the work was not completed e.g. WASC, textbook adoptions etc. Any makeup time shall not exceed one hour per week, and unit members will be given 24 hours notice before any scheduled makeup meeting.

2.4 Nurses, Psychologists, Counselors, and Speech Pathologists shall not be required to provide professional services outside of their respective job descriptions and shall not be required to provide home visits during the declared state of emergency related to the COVID-19 pandemic. Virtual or telephonic services may be required to support students and families that do not exceed the unit member's daily duty hours. To help facilitate this, appointment times should be established.

2.5 The Parties agree that all current adopted leave policies will remain in full effect for the duration of the COVID-19 pandemic. The following shall be in effect for the duration of the pandemic:

- a. If a Unit Member is unavailable or unable to perform assigned work for personal or medical reasons, the Unit Member shall follow the District's appropriate leave request procedures, though they will not be charged against their sick leave balance during this pandemic.
- b. Unit Members shall inform the district when they have been exposed to an individual who has tested positive for COVID-19 and shall follow the CDC guidelines to self-quarantine and self-monitor for any potential symptoms such as fever, cough, and difficulty breathing.
- c. During a closure, pre-approved sick leave shall continue to be used as originally planned and the Unit Member shall not be expected to perform work during that time. Medical leaves shall start, continue, or end as indicated by primary care

physicians. Workers Compensation shall continue to be governed by established Department of Labor protocols. FMLA leaves shall continue as approved.

- d. Notwithstanding the above, the Parties agree to permit use of any additional leave provided by federal or state government, during the dependency of the COVID-19 national and state emergency.

3.0 Distance Learning defined as instruction in which the student and instructor are in different locations (CDE Guidance for K-12 Schools).

3.1 The District will provide resources through packets and links on the District website. Unit Members shall **have the discretion** to determine the means and method of providing Distance Learning based on their resources, training, and their students' ability to access **essential learning**, enrichment, engagement, review, and **make-up opportunities**. Unit Members are encouraged not to utilize live video conference with classes, groups, or individual students without training or familiarity with the platform, understanding the potential privacy laws and age group appropriateness. The Parties recognize Distance Learning as a model that will require flexibility in scheduling and practice.

- a. The District will offer Unit Members the opportunity to receive additional training for the use of technology for the purposes of Distance Learning. These trainings will be optional.

3.2 The activities provided to students **may include essential learning**, enrichment, engagement, review, and **make-up opportunities**. Students' shall be held harmless with respect to these activities and will not receive a lesser grade than their current grade **(as of March 13th)** as a result of engaging (or not engaging) in these activities. **Students shall, however, be able to earn a higher final grade as a result of engaging in Distance Learning.** The activities provided shall not require attendance, **however feedback should be provided to students and grading shall occur for the purpose of improving a student's grade.** The parties agree that there is still some uncertainty concerning the provision of Distance Learning during the school closures, and the parties agree to meet periodically to discuss and negotiate new developments. **Additional guidance on best practices around grading will be provided jointly by the District and the Association.**

- a. Due to the unique needs at our alternative high schools, these schools will be allowed to continue with the programs that have been in place throughout the school year.
- b. Unit Members shall report known, inappropriate, online student behavior occurring during Distance Learning opportunities to their site administrator. Unit Members shall be held harmless for any inappropriate online behavior by a student.
- c. **Secondary Unit Members: Following the close of the 5th Triad Grading period on**

April 22, 2020 (which reports student grades up to and including March 13, 2020) due diligence should be made to contact students with a D or an F, prioritizing 12th graders, to develop a plan to support the student in improving their grade for the 6th Triad. The manner in which the unit member contacts students and develops a plan shall be left to the discretion of the unit member(s), but shall be consistent with this Agreement.

d. Dual Enrollment teachers will operate under the guidance and direction of MSJC.

4.0 Special Education

4.1 The Parties agree to meet, as requested, to address implementing guidance from the California Department of Education as well as the US Department of Education in order to provide equitable and appropriate education for our students with special needs. Special education teachers will work collaboratively with core content teachers.

4.2 Bargaining unit members (general education and special education) are expected to be available during normal duty hours to participate in virtual or telephonic Individualized Education Program (“IEP”) meetings. Unit members shall have at least 48 hours notice of the IEP. Elementary general education teachers will attend IEPs for any student on their roster. Secondary general education teachers will be selected to attend IEPs. If legally permissible, general education teachers at the secondary level will be assigned on an equitable, rotating basis. If an IEP is scheduled outside of working hours, the Unit Member shall be paid at the R&D rate to attend the IEP.

If an IEP conflicts with a pre-scheduled meeting, the Unit member may miss the meeting without negative repercussions from the District. If an IEP conflicts with a unit member’s pre-scheduled responsibilities, the unit member shall reschedule the scheduled responsibility and will not face disciplinary action as a result of the rescheduling.

5.0 Compensation

As previously determined by the District, Unit Members’ compensation and benefits shall not be reduced as a result of the emergency school closure. All compensation is subject to STRS requirements. Existing sixth period assignments and stipends shall continue to be paid. Compensation related to time cards shall cease unless pre-approved by Human Resources, though it is expressly understood that no unit member shall be expected to work beyond their regular duty hours in a given day.

6.0 Evaluation

6.1 Evaluations and related components shall be completed by Site Administration remotely by telephone or using technology (unless the final classroom observation has not taken place) for the duration of any school closure (modified or otherwise). A Unit Member who receives an unsatisfactory evaluation and is subject to Peer Assistance and Review (PAR) the following school year shall be afforded the right to have Union representation. The May 1st deadline shall only be extended by written consent of both Parties on a case by case basis. If a final classroom observation has not been completed, the Unit Member will be evaluated in the 2020-2021 school year.

6.2 It is understood that teachers may be developing activities to be delivered via a new modality. Teachers shall not be evaluated based on the quality or effectiveness of those lessons or instruction during this crisis.

7.0 District Reopening

7.1 Upon the State/County/District determination that schools are safe to re-open during the 2019-2020 school year (excluding summer school and ESY), the District shall provide all Unit Members one Teacher Prep day exclusively to prepare for the return to the classroom with students. The date of this day is to be determined by the District and shall be in accordance with any regulations or guidelines provided by the California Department of Education (CDE), if any. The District shall ensure that all school sites are adequately cleaned before Unit Members return, including restocking of soaps, and paper towels.

8.0 Additional Considerations

8.1 Absent an emergency as defined in Article 4.3 of the collective bargaining agreement, the Parties agree any modifications to the Collective Bargaining Agreement must be negotiated with the Hemet Teachers Association prior to implementation.

8.2 In the event that the district closure persists through the end of the school year, Unit Members shall be given up to two (2) days to close down their classrooms, offices, or workspace, remove personal belongings, and/or pack materials for transport to a new classroom, school site, or work location, to be scheduled by the District (in this particular instance paragraph 7.1 of this MOU may not apply). When providing these two (2) days, the District shall adhere to local, state, or federal health regulations related to social distancing and/or public gatherings, as such, the District shall develop a schedule that allows for these regulations to be maintained.

8.3 The District shall work with affected Unit Members to create a process whereby all assets currently checked out to students (technology pieces, musical instruments, etc.) shall be returned to the district.

8.4 In the event the State of California deems alternative requirements for schools in response to COVID-19, the Parties agree to initiate negotiations as soon as is practical on the impacts.

8.5 The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.

8.6 This MOU resolves the negotiable effects of school closures due to the coronavirus (COVID-19). The District and/or Association reserve the right to negotiate any additional impacts and/or additional school closures in the 2019-2020 school year.

This MOU shall expire on June 30, 2020, but may be extended by mutual written agreement.

District

HTA

Date

Date