

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ALPINE UNION SCHOOL DISTRICT  
AND  
ALPINE TEACHERS ASSOCIATION  
REGARDING COVID-19 CORONAVIRUS

March 25, 2020

The Alpine Union School District (“AUSD”) and Alpine Teachers Association (“ATA”) enter this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus (“COVID-19”). The parties recognize that there is a need to close schools and to move to an online/distance learning program on an emergency basis to slow the spread of illness arising from COVID-19 during the 2019-20 school year.

The parties agree to the following:

When schools are closed:

1. Districts will comply with Cal-OSHA and CDC guidelines.
2. In the event unit members are directed or required to report to their worksite while their worksite is closed to students, the District shall take all appropriate health and safety measures and follow current CDC guidelines regarding decontamination and sanitation before any members return to the worksite.
3. Unit members who are at a higher risk for serious illness from COVID-19 because of age, a serious long-term health problem, or otherwise immunologically compromised, shall not be required to report to a worksite during school closures. However, they will still be able to provide all distance learning.

Compensation and Benefits:

4. Unit members compensation and benefits shall not be reduced in the event of an emergency school closure. Examples include, but are not limited to: salary, hourly pay, stipends.
5. The District shall submit a “J-13A Request for Allowance of Attendance Due to Emergency Conditions” waiver to the CDE to mitigate the loss of funding due to lower than normal Average Daily Attendance (“ADA”). If the waiver is denied or the state requires students to make up days for the 2019-20 school year, the parties will negotiate make-up student instructional day(s) up to the number of school closure days.

Alternative Instruction:

6. During school closures, the District will provide distance learning in accordance with the side letter of agreement between ATA and the District. The Parties recognize that the distance learning will be designed to promote continuity of instruction while students are not in school.
7. The District will provide appropriate software and training (Zoom, Google Classroom, etc.) for any unit members required to engage with students/parents online during school closures. The District will work with unit members as necessary to ensure that they have the requisite technology devices and/or access to support students in the alternative instruction environment. As needed and appropriate, the District will work with any unit member who requires additional support and/or training to engage in effective distance learning.
8. The District will provide unit members with full-day trainings on April 13 and 14, 2020. Implementation of student instruction through distance learning will begin on **April 15, 2020**. Additional training and support will be provided on an ongoing basis if needed to ensure that distance learning is effective and meeting the needs of our teachers and students.
9. The Parties agree to regularly consult regarding guidance from the California Department of Education in order to provide equitable and appropriate education for all of our students.

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10. The Parties acknowledge that these are extraordinary circumstances and that while unit members may not have a set daily schedule in light of the challenges presented during this pandemic (i.e. childcare), they will be expected to provide instruction, resources, and support to students through distance learning.

When schools are reopened with students:

11. In accordance with Federal/State/County guidelines the District will legally determine when it is safe to return to schools. When so determined, the District shall promptly notify unit members by email or phone.
12. Unit members shall be provided one workday for classroom preparation prior to the return of students.
13. The District shall ensure that all unit member work locations are sanitized in accordance with Federal/State/County guidelines before the unit members' return. In addition, all sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closets) shall be stocked with hand soap and paper towels.

Evaluations:

14. Evaluations and related components shall be suspended for the remainder of the 2019-2020 school year. Evaluations cycles will resume for the 2020-2021 year with those on that year's rotation.
15. All Unit members who engage in good faith actions to implement distance learning shall not be subject to any disciplinary action on any lesson planning, implementation, delivery, and/or student assessment associated with flexible learning due to the unique circumstances surrounding this crisis.

Evolving Public Health Concerns:

16. The parties agree that this MOU fully addresses the impacts and effects of the District and ATA decision to proceed with distance learning during school closures caused by COVID-19. If new federal or state requirements are inconsistent with this MOU, or necessitate adding to or revising this MOU, the parties agree to promptly meet and negotiate
17. The Parties understand the coronavirus pandemic situation is very fluid, and mutually agree to review the provisions of the MOU as necessary.

This Memorandum of Understanding is subject to Article 15 – Grievance in the current contract. This MOU shall remain in full force and effect and sunsets at the end of the 2019-20 school year or whenever District schools reopen, whichever is sooner.

All components of the current Collective Bargaining Agreement between AUSD and ATA shall remain in full effect.

The Association reserves the right to negotiate any additional impacts of school closures in the 2019-20 school year.

For the District



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Dr. Richard Newman      March 25, 2020

Superintendent

For the Association

electronically signed and agreed to

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Linda Ramos      March 25, 2020

ATA President