

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TULARE COUNTY OFFICE OF EDUCATION
AND
TULARE COUNTY OFFICE OF EDUCATION TEACHERS ASSOCIATION (CTA)
Reopening Schools/Distance Learning MOU**

August 21, 2020

The Tulare County Superintendent of Schools ("Office") and Tulare County Office of Education Teachers Association (CTA), collectively referred to as the Parties, enter into this Memorandum of Understanding ("MOU") regarding the issues related to reopening schools in the 2020-21 school year in distance learning as required by the State of California because of the coronavirus COVID-19 ("coronavirus") pandemic.

The parties have a Collective Bargaining Agreement (CBA) that runs through the 2020-2021 school year. The parties will rely on that bilaterally created document, except as provided herein.

The parties agree to the following:

1. In order to maintain uniformity, continuity and accountability of service, the Office shall approve the authorized distance learning platforms for instruction.
2. Bargaining Unit Members will continue to plan and implement a standards-based distance learning program of study, employing a variety of instructional techniques and instructional media that meet the individual needs, interests and abilities of the students which includes synchronous and asynchronous learning. All staff will be offered training to implement distance learning standards for schools as required by Senate Bill 98 (SB 98).
3. Bargaining Unit Members will continue to maintain accurate, complete, and correct records as required by law, policy, and administrative regulations.
4. Program administrators, principals and learning directors will have access to observe remote instruction at all times.
5. Bargaining Unit Members are expected to fully engage, support, and monitor the work of instructional aides and other staff assigned to support the classroom (i.e. Behavior Plan Support Technicians, LVNs, Rehabilitation Case Specialists, Rehabilitation Management Specialists)
6. The Office will provide personal protective equipment (i.e. hand sanitizer, face masks and shields, gloves) at each work location, and, as needed, portable plexiglass shields. Bargaining Unit Members are required to use the personal protective equipment as required by public health guidelines.

7. The Office and Bargaining Unit Members will follow the state guidelines for social distancing of at least six (6) feet between desks and other workspaces.
8. The Office will follow state guidelines for proper classroom and office ventilation and air filters.
9. Classrooms and offices will be cleaned and sanitized daily before Bargaining Unit members work from their classroom or office.
10. The Office will comply with federal, state, and local guidelines/orders related to COVID-19. Bargaining Unit Members are eligible for leave pursuant to the Federal Families First Coronavirus Response Act and applicable leave requirements as set forth in the Collective Bargaining Agreement.
11. Bargaining Unit Members who have a doctor's note indicating a higher risk for serious illness from coronavirus because of a serious long-term health problem, or otherwise, may seek accommodations and/or temporary modifications.
12. The Office will provide appropriate software and training/guidelines (Zoom, Google Suite, etc.) for distance learning. Additional professional development opportunities will be made available to Bargaining Unit Members who need further assistance and training on these platforms, with supervisor approval. Bargaining Unit Members may participate from home.
13. Trainings, professional development, and staff meetings will be conducted remotely while in distance learning. Bargaining Unit Members may participate from home.

Remote Work Assignments

14. The Office deems that the most appropriate location to provide instruction is at the assigned work location. Certificated Bargaining Unit Members unit will report to their worksite during instructional time only. The Office agrees to engage in the interactive process to determine temporary modifications and/or reasonable accommodations as it understands that Bargaining Unit Members may have extenuating circumstances that may require a modification of their work setting during distance learning only. The Office shall consider these requests on a case by case basis. Examples of such requests are unit members with personal health issues and risks, family members with health issues and risks, and childcare issues. If a Bargaining Unit Member requires flexibility in their work location, they shall submit a request to their supervisor. The supervisor's determination shall not be arbitrary or capricious. The unit member may appeal a supervisor's decision to Human Resources. Remote work location authorizations are temporary in nature and may be revoked by the Office if the Bargaining Unit Member is not providing distance learning according to the expectations in this agreement. Should the Office reopen to in-person instruction under County Health guidance, the Office retains the right

to direct Bargaining Unit Members to perform their regular assignments at the assigned work location/sites.

Some assignments may not be eligible for a remote work assignment. These assignments currently include:

- Court schools (Juvenile Detention).
- Assignments in the Bright Start program are allowed to work from a remote site only as permitted by the funding agent (Department of Developmental Services - September 13, 2020).
- Additional assignments may be added to this list.

15.A Bargaining Unit Member authorized to work remotely must ensure that he/she has sufficient access to curriculum, materials, supplies and consistent technology to provide daily rigorous instruction to students, and conference with parents, colleagues, and administrators. The Bargaining Unit Member must ensure that the work location is professional, safe, confidential, and sufficiently without distractions in order to meet work responsibilities and SB 98 requirements.

16.The Office shall not be required to reimburse a Bargaining Unit Member working remotely for internet or other technology expenses.

17.Bargaining Unit Members who do not meet the expectations for distance learning will receive a counseling memo describing their performance deficiencies and suggestions/recommendations for improvement from their supervisor. A Bargaining Unit Member's failure to adhere to distant learning expectations will result in the revocation of the remote work location agreement. The decision to revoke the remote work assignment is final and cannot be grieved.

18.Evaluations will not take place until October 1, 2020.

19.The Parties agree that there may be circumstances or tasks that must be performed at the work location, such as assessments and I.E.P's, and a Bargaining Unit member will return to the site to participate in the activity. The on-site work activity will be performed using personal protective equipment and following social distancing guidelines.

20.When the Office is allowed to reopen to provide instruction to students on-site, the Office shall provide a five (5) day notice of reopening to Bargaining Unit Members so that Bargaining Unit Members can prepare for reopening with students.

Negotiable issues might arise due to statutory changes as well as governmental directives, guidelines, and protocols related to the further reopening of schools and distance learning which may require further negotiations during the 2020-21 school year.

This MOU shall expire in full without precedent on June 30, 2021, unless extended by mutual written agreement.

For the Office:

[Signature]

John Gluzak 8.26.2020

Lamont M. Han

For the Association:

Shannon A. Cox
