MEMORANDUM OF UNDERSTANDING
BETWEEN
BURBANK UNIFIED SCHOOL DISTRICT
AND
BURBANK TEACHERS ASSOCIATION
REGARDING COVID-19 CORONAVIRUS

March 28, 2020

The Burbank Unified School District ("District") and Burbank Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 ("coronavirus").

The parties recognize that staff may need to self-quarantine, become quarantined, and/or the District may need to close a school or schools on an emergency basis to slow the spread of illness arising from the coronavirus during the 2019-20 school year.

Distance Learning may serve as a temporary instructional model for the duration of District school closures; however, once schools reopen all traditional on-site instruction will resume.

The parties agree to the following:

1. Definitions:

1.1. "School closures" is defined as the period of time between March 16, 2020 and the first day when District schools reopen to students.

1.2. A "closed school" is defined as a District school that is closed to students, regardless of whether any District employees are present at the school.

1.3. "Distance learning" is defined as instruction that occurs when a student and unit member are not in the same room.

2. General Provisions:

2.1. Unless otherwise specified in this MOU, the provisions of the collective bargaining agreement between the District and Association in effect on the date of the tentative agreement for this MOU will remain in full force and effect. If terms of this MOU conflict with the collective bargaining agreement, the terms of this MOU will supersede the terms in the collective bargaining agreement until this MOU expires.

2.2. The parties agree that the District may exercise its emergency powers as established by law.

2.3. Unit members will be notified by District e-mail or primary phone on the status of school closures and on any decisions to extend school closures once they commence.
2.4. Other than as described in 7.4, unit members will not be directed or required to report to their worksite while their worksite is closed to students.

2.5. Absent directives from county, state, or federal agencies with the authority to issue directives to the contrary, unit members may visit their worksites and/or classrooms to pick up personal items or educational materials during approved times or with the approval of their supervisor, but will not be permitted to perform service in the classroom and/or workroom and must leave the site within a reasonable period of time after arrival.

2.6. The District will not hire any new additional consultants or contractors during school closures for work that could be done by bargaining unit members. The District may continue contracts that are currently in place to supplement positions that cannot be filled first by unit members. In the event the District seeks to enter into an additional contract that would affect any or all bargaining unit members, the Association retains the right to negotiate the decision with the District.

3. Compensation and Benefits:

3.1. Unit members', including long-term substitutes, compensation and benefits shall not be reduced during school closure.

3.2. All additional compensation, including but not limited to stipends, adjunct duties, and assignments that unit members received before school closure will continue.

4. Health and Safety:

4.1. Unit members who may have been or were potentially exposed to the coronavirus and are required to be quarantined or who self-quarantine on the advisement of their health care provider shall be placed on paid leave, which shall not be deducted from the member’s sick, personal, or extended illness leave should the District reopen schools to students.

4.2. Eligible unit members will be granted leave under the Emergency Paid Sick Leave Act and Families First Coronavirus Response Act. Unit members may supplement this leave with accumulated sick time in order to receive full pay.

4.3. The District will maintain hand sanitizer in wall mounted or floor mounted dispenser units in all school facilities to the extent such supplies are available.

4.4. In the event the schools reopen, the District will ensure that all sinks (including those located in staff break/work rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closets) are functioning and kept stocked with soap and paper towels. Broken units/sinks and empty dispensers will be prioritized in the District’s work order system.
4.5. The District will ensure that every classroom is cleaned and sanitized daily if schools reopen during the coronavirus outbreak.

4.6. The District will utilize funds allocated from SB117 to ensure school sites are equipped with the necessary cleaning and sanitation supplies.

4.7. The District will comply with Cal-OSHA guidelines.

4.8. All closed schools will undergo a deep cleaning before staff or students return to normal operations.

5. **Leaves:** Leave requests submitted by unit members prior to March 13, 2020 will remain in effect.

6. **Professional Responsibilities:**

6.1. Unit members should work within the parameters of a normal workday with flexibility.

6.2. Unit members will be required to check District e-mail once per day and respond to e-mails in a timely manner. Unit members will not be required to communicate with parents telephonically using their personal phone numbers, via video conference, (unless required by law), or to meet with parents in person. The only required method of parent communication will be via e-mail or phone. Unit members will not be required to submit lessons via video or to interact with students via live video (unless required by law).

6.3. Any unit member using a video recording or video conferencing platform will maintain appropriate dress and grooming conducive to the learning environment.

6.4. The Association and District will agree on the contents of a Google Form that unit members will use to report updates to administrators weekly. The Google Form will be provided when the parties reach agreement on its contents. In addition, unit members may be asked to participate in virtual meetings with site administrators and/or their colleagues to the extent that is reasonable.

6.5. Classroom teachers will check in with students regarding lessons, instructional materials, or concerns. The parties agree to negotiate applicable decisions and effects related to student attendance when the CDE publishes guidelines, regulations, or laws related to the subject. Beginning the week of April 6, every Friday, teachers will compile a list of students who have not checked in via Google Classroom or packet pick-up. The list will be provided to Student Services or other designated personnel.

6.6. Counselors will check in with students on their caseload regarding educational matters and concerns and will serve as the general education representative for virtual or phone IEPs.
6.7. Curriculum Specialists will support teachers with distance learning and may serve as the general education representative for virtual or phone IEPs.

6.8. Teachers on Special Assignment will support teachers and students with distance learning as appropriate for their assignment.

6.9. School Nurses will check in with students regarding medication and immunization and work on student-related health issues and may take direction from the head nurse as other needs arise.

6.10. All SPED teachers, Speech and Language Pathologists, and Adaptive PE teachers will follow the guidelines published by the SPED department and negotiated and/or created in consultation with the BTA.

6.11. Monterey Teachers will provide and assess coursework packets to be returned through Google Classroom. Students who lack internet access may drop physical packets off at the school site. Monterey will establish its protocols for student packet drop off. Assessments for coursework will be provided for students so that credits can be earned for each course completed.

7. Distance Learning:

7.1. Unit members have the responsibility to maintain and instruct their classroom(s).

7.2. Unit members will have the option to use their own lessons within the state curriculum each week during school closure.

7.3. Unit members will also have the option to use lessons provided by BUSD Instructional Services during school closure for up to the first four weeks if available.

7.4. If students do not have access to a device, students may pick up paper copies of instructional materials by school site weekly beginning Monday, April 6, 2020. Unit members may volunteer to visit their worksite to distribute instructional materials. If additional staff are necessary, the District will seek volunteers before assigning unit members. The District will not require individuals whom the Center for Disease Control and Prevention have identified as high risk of contracting COVID-19 to distribute materials.

7.5. During school closure, assignments will not be graded. Instead, assignments may be used to inform instruction.

7.6. Unit members will use Google Classrooms to give instructions, create assignments, and link to other educational materials and teacher resources. Google Classrooms may be supplemented with other educational materials and resources. BTA reserves the right to bargain grading policies for the duration of the 2019-20 school year.
7.7. Unit members shall have sole discretion over who will be added to their Google Classroom, including but not limited to adding administrators or other teachers. Any concerns regarding members submitting the designated Google Form weekly will be handled by the administration at the school site.

7.7.1 If the unit member is unable to post lessons to Google Classroom due to illness or unforeseen absence, the unit member will contact the administrator at their school site to submit lessons online.

7.7.2 Any complaints from parents regarding instruction will follow the complaint procedures outlined in Article 5.

7.8. Personal electronic equipment will not be required to be used for District-related work. Upon request, the District will provide a Chromebook to unit members.

7.9. Unit members who do not have access to Wi-Fi must contact the Technology Department Help Desk in order to determine how they will be assisted.

7.10. The District and Association agree to negotiate decisions, impacts and effects related to advanced placement courses and mandated testing as circumstances change.

7.11. The District and Association agree to negotiate decisions, impacts and effects related to special education as circumstances change.

7.12. Unit members who have not been observed twice this year may choose one of two options:

   a. Accept the evaluation as complete with the completion of Form C for the 2019-20 school year.
   b. Begin the evaluation process again the following school year in 2020-21.

7.13. Unit members shall not be evaluated on any lesson planning, implementation, delivery, and/or student assessment associated with distance learning due to the unique circumstances surrounding this crisis.

8. Association Rights:

8.1. The District and Association agree to negotiate the decision to provide—alternative instruction (e.g., independent study packets, online coursework, etc.) to students while District schools are closed, including additional compensation for unit members who provide alternative lessons.

8.2. In the event the parties reach agreement regarding the provision of alternative instruction per paragraph 8.1, above, the parties agree to negotiate regarding the provision of appropriate software and training (Google, Zoom, Skype, WebEx, Canvas, etc.) for unit members who will be engaging with students online during school closures.
9. **Miscellaneous:**

9.1. 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.

9.2. The Association reserves the right to negotiate any additional impacts and effects of school closures or the re-opening of schools in the 2019-20 school year.

9.3. The District will provide reasonable accommodations for members who require them while they work at home during school closure.

9.4. Upon the state/county/district determination that schools are safe to reopen, the District shall give bargaining unit members two days’ notice prior to the reopening of school. The District shall provide all unit members a minimum of two pupil-free days to prepare for the return of students to school sites.

9.5. This MOU will be subject to Article 6 – Grievance Procedures. Meetings will be conducted either by telephone or video conference at the request of either the District or Association.

This MOU will expire in full without precedent on June 30, 2020, unless extended by mutual written agreement.

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Burbank Teachers Association

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