

**MEMORANDUM OF UNDERSTANDING BETWEEN
BASS LAKE JOINT UNION ELEMENTARY SCHOOL DISTRICT
and
BASS LAKE TEACHERS ASSOCIATION**

August 6, 2020
(Revised 11-12-2020)

The Bass Lake Joint Union Elementary School District (“District”) and the Bass Lake Teachers Association (“Association”), jointly known as the “Parties”, enter into this Memorandum of Understanding (“MOU”) regarding the issues related to the novel coronavirus COVID-19 and the physical opening of schools and the provision of distance learning during the 2020-2021 school year.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health and safety risks associated with COVID-19 infection for all students, staff, families, and the community, while also providing equitable access to education for students. The mutual goal is to do no harm to students and staff while providing the best possible learning opportunities for students. This agreement only applies to the temporary effects due to COVID-19 in 2020-2021, and shall not be precedent-setting for future contract negotiations.

The District and the Association acknowledge that local health orders must be followed per the law. The District will utilize local health recommendations and the Governor’s metrics to determine the safe reopening of schools. The District will assess the ability to commence transitioning from distance learning to a hybrid model of instruction no sooner than the second quarter grading period (October 12, 2020). The Parties acknowledge it could take approximately four-to-six weeks to fully transition to a hybrid model of instruction. The Parties will continue to meet and negotiate safety measures and how to safely reopen our schools under the guidance parameters outlined above, with negotiated safety measures in place before the reopening of schools. This process will continue during the 2020-2021 school year.

The Parties affirm the obligation to comply with all provisions of the 2018-2020 Collective Bargaining Agreement (“CBA”), except as otherwise agreed to in this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) California Government Codes 3540 et seq. Apply and remain in effect.

Given the current pandemic situation throughout Madera County, and the desire to provide consistent quality education to the students in the District, the Parties agree to open the 2020-2021 school year in a distance learning instructional program. The District also will provide the Bass Lake Independent Study School (“BLISS”) program for families who do not wish to have their child(ren) physically attend school during 2020-2021 for in-person, in-class instruction should conditions allow for such a transition from distance learning to a hybrid model to fully reopened schools. Distance learning shall remain in effect for the entire first quarter of the school year. The District and the Association will work collaboratively to ensure that equitable services to high and/or special needs learners are provided.

For the 2020-2021 school year, the Parties agree to a 184-day contract year for teachers. The year includes 180 days of student instruction and four days of professional development and training. Three days (August 10-12, 2020) are dedicated to training, collaboration, and planning for distance learning. Schedules and activities will be under the direction of site principals and/or District leadership. During these days, teachers will not be required to meet with students or their parents in-person, face-to-face.

The Parties mutually agree that instructional staff perform their best when they are physically present in their assigned classrooms and/or work stations, regardless of instructional model being implemented. The Parties affirm the daily expectation that teachers shall report to their assigned classrooms to conduct distance learning instruction, activities, and related virtual class sessions. While on campus, teachers will wear requisite face coverings and other forms of PPE in accordance with current health orders and remain in their respective classrooms or workstations as practicable. No staff member will be allowed to congregate with others in campus locations, including school offices, staff break rooms, cafeteria, multipurpose rooms, classrooms, etc. The purpose of reporting to assigned work sites is to take advantage of the high-speed network (much faster than any local internet service provider), and other instructional tools critical to a distance learning program. For staff who have extenuating circumstances for requesting a work-from-home assignment, they may make such a request in consultation with their site principal, immediate supervisor, and district superintendent.

The Parties agree to the following:

ARTICLE 1: DEFINITIONS

- 1.1 **“Classroom”**: Any academic, learning, assessment, or instructional space used by students, certificated, classified, parents, administrators, or other adults on a school campus. This applies to both indoor and outdoor learning spaces, and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus.
- 1.2 **“Cohort”**: A group of students that maintains social isolation and physical distancing. Cohorts are designed to remain stable and intact to prevent the spread of infection and illness arising from COVID-19.
- 1.3 **“Common Equipment”**: Any school equipment or structures that are designed to be used or shared by more than one individual. This includes, but it not be limited to, technology, books, computers, recess/playground equipment, physical education equipment, pens, pencils, etc.
- 1.4 **“Common Space”**: Any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but is not limited to, school offices, nurse stations, playgrounds, blacktops, quads, or other outdoor gathering spaces, hallways, bathrooms, etc.
- 1.5 **“Face Coverings”**: Cloth face coverings or masks as required or recommended by federal, state, and/or local public health guidance.
- 1.6 **“Hand Sanitizer”**: Product must contain at least 60% alcohol. Ethyl alcohol is preferred and should be used when there is the potential of unsupervised use by children. Isopropyl alcohol hand sanitizers are more toxic and can be absorbed through the skin. Hand sanitizers containing methanol are toxic and shall not be used. (See CDC and FDA Advisories)

- 1.7 **“Personal Protective Equipment” (“PPE”)**: Equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as “Essential Protective Equipment” or “Essential Protective Gear”, and includes face coverings, masks, N-95 respirators, face shields, neck guards, barriers, gloves, goggles, etc.
- 1.8 **“Physical Distancing”**: Social distancing to help decrease the spread of the virus by increasing the space between people to at least six (6) feet and reducing the number of different people with whom a person interacts.
- 1.9 **“Synchronous Learning”**: Refers to all types of learning in which learner(s) and instructor(s) are in the same place, including virtually, at the same time, whereas “Asynchronous Learning” will occur independently, without the learner(s) and teacher(s) present at the same time (i.e., “homework”, independent computer-based assignments, projects, research, etc.).

ARTICLE 2: DISTANCE LEARNING

Consistent with Education Code Section 43503, as amended by Senate Bill 98, if as a result of the orders and guidance issued by federal, state, or local public health officers, the District is unable to provide a safe and healthy in-person learning environment for all students as required in Sections 2.0 and 3.0, distance learning shall be offered for students.

- 2.1 All students will receive both synchronous and asynchronous instruction five days per week through distance learning. The lesson design and type of instruction provided shall be at the discretion of the teacher. The Bass Lake Independent Study School program will be available for families who do not wish their child(ren) participate in in-class, in-person instruction during the 2020-2021 school year. Students in distance learning will transition to in-class, in-person instruction during the school year as pandemic conditions and health department guidance allows. Such a transition will be gradual, taking several weeks to move from distance learning, to a hybrid model (two days physical attendance with three days per week in distance learning), to a semi-traditional model with PPE, social distancing, and other safety protocols in place for students and staff. **Parents will have distance learning as a program option throughout the 2020-2021 school year, even when students are transitioned back to on-campus learning, which is separate from the Bass Lake Independent Study School program option.**
- 2.2 The minimum daily instructional minutes for grades TK-K (180 daily minutes), grades 1-3 (230 minutes), and grades 4-8 (240 daily minutes), are in effect for the 2020-2021 school year (Education Code 43501). The minimum number of minutes can include a combination of both synchronous (live) and asynchronous (independent) learning.
 - TK-K: 180 minutes
 - 1-3: 230 minutes
 - 4-8: 240 minutes
- 2.3 Synchronous minimum instructional time expectation for distance learning:
 - 2.3.1 Daily live interaction with all students is expected in grades TK-8.

- 2.3.2 In grades TK-K, a minimum of 80 daily minutes must be completed through synchronous instruction and up to an additional two (2) hours of targeted small group instructional support based on student needs and/or asynchronous learning activities ~~the combination of synchronous and asynchronous learning activities must total at least 180 minutes daily.~~ Teachers will be available for “office hours” a minimum of 30 minutes daily.
- 2.3.3 In grades 1-3, a minimum of 90 daily minutes must be completed through synchronous instruction and up to an additional two (2) hours of targeted small group instructional support based on student needs and/or asynchronous learning activities ~~the combination of synchronous and asynchronous learning activities must total at least 230 minutes daily.~~ Teachers will be available for “office hours” a minimum of 30 minutes daily.
- 2.3.4 In grades 4-5, a minimum of 120 daily minutes must be completed through synchronous instruction and up to an additional two (2) hours of targeted small group instructional support based on student needs and/or asynchronous learning activities ~~the combination of synchronous and asynchronous learning activities must total at least 240 minutes daily.~~ Teachers will be available for “office hours” a minimum of 30 minutes daily.
- 2.3.5 In grades 6-8, a minimum of 150 daily minutes must be completed through synchronous instruction and up to an additional two (2) hours of targeted small group instructional support based on student needs and/or asynchronous learning activities ~~the combination of synchronous and asynchronous learning activities must total at least 240 minutes daily.~~ Teachers will be available for “office hours” a minimum of 30 minutes daily.
- 2.3.6 The certification of daily instructional time must be certified by each teacher, including those in special education, general education, and other instructional support services staff.
- 2.4 Content shall be aligned to grade level standards and provided at a level of quality and intellectual challenge substantially equivalent to in-person, in-class instruction.
- 2.5 All TK-8 students will receive daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders and consistent with this MOU.
- 2.5.1 Daily live interaction shall be designed to meet the needs of students at the discretion of the teacher following State guidelines.
- 2.5.2 If daily live interaction is not feasible as part of regular instruction, the District shall develop an alternative plan in consultation with and based on meaningful input from students, parents, and the Association.

- 2.6 Special education and all related service providers shall provide live virtual interaction sessions in accordance with the provisions contained in individual student IEPs. Live interaction minutes can be adjusted if the service provider assigns a work task that, in addition to the live interaction, meets or exceeds the session duration listed on the student's IEP.
- 2.6.1 Although federal law requires distance learning instruction to be accessible to students with disabilities, it does not mandate specific methodologies. Where technology itself imposes a barrier to access or where educational materials simply are not available in an accessible format, educators may still meet their legal obligations by providing children with disabilities equally effective access to the curriculum or services provided to other students.
- 2.6.2 Special education unit members shall work collaboratively with core-content unit members to adapt lessons to meet the needs of students in a digital learning environment and ensure that lessons and activities are appropriate, as documented in the student's IEP.
- 2.6.3 RSP and SDC service providers shall utilize a District-provided platform and/or be assigned as a co-teacher to support collaboration with the general education teacher and related service providers.
- 2.6.4 RSP and SDC service providers shall provide modifications, accommodations, and/or specialized instruction as documented in the student's IEP.
- 2.7 General education bargaining unit members will participate in IEP meetings via virtual platform during asynchronous teacher time, scheduled in collaboration with the teacher, as practicable.
- 2.8 District shall ensure equitable access to education for all students and shall confirm and/or make provisions so that all pupils have adequate access to connectivity and technological devices to participate in the educational program and complete assigned work.
- 2.8.1 Site administrator shall be responsible for contacting parents to ensure that students have Chromebooks and internet access, and to inform them of their student's classroom placement.
- 2.9 District shall provide academic and other supports in distance learning that are designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health support.
- 2.10 When providing distance learning, academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level requirements. Daily lesson plans, assessments, and instructional methodologies used shall be at the discretion of the teacher.
- 2.11 Bargaining unit members shall determine the means and methods for providing distance learning based appropriate standards-based instruction, their resources, and their students' abilities to access the

- curriculum. Bargaining unit members shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow up.
- 2.12 Except for office hours and/or interactive instruction, bargaining unit members shall set their schedule and submit the schedule to the site administrator. Bargaining unit members are expected to work and be available during their normal contractual work hours and workdays. To provide students and parents with consistency and to avoid conflicts, office hours/interactive instruction shall be scheduled during the same times each week. Bargaining unit members shall have time each week designated to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms.
- 2.13 Interactive instruction should include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and provides the bargaining unit member opportunities to provide the student encouragement and feedback.
- 2.14 District shall document daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided. A pupil who does not participate in distance learning when assigned to do so shall be documented as absent by the distance learning teacher.
- 2.14.1 Evidence of daily student participation in distance learning shall be obtained using:
- 2.14.1.1 Evidence of participation in online activities;
 - 2.14.1.2 Completion of regular assignments and/or assessments; and
 - 2.14.1.3 Contacts between employees of the District and pupils or parents or guardians.
- 2.15 The District shall ensure that a weekly engagement record is completed for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation and tracking assignments.
- 2.16 The District shall develop written procedures for tiered reengagement strategies for all pupils who are absent from distance learning for more than three school days or 60% of the instructional days in a school week. These procedures shall require school site administrators or classified staff to contact the pupil's parents/guardians pursuant to the requirements of Education Code Sections 43504(f).
- 2.17 Classroom teachers shall regularly communicate with parents/guardians regarding a pupil's academic progress with established practices and procedures for traditional in-person, in-classroom learning.

- 2.18 Bargaining unit members providing service in a full distance learning model (non-hybrid) in their classroom or other designated district worksite shall be responsible for following all safety and health requirements in Article 4 of this MOU.
- 2.19 Any recording of live/synchronous virtual instruction is required to have the consent of the teacher and the principal pursuant to Education Code 51512.
- 2.20 District shall provide all bargaining unit members the necessary equipment and supplies in order to provide distance learning, including but not limited to technology, Chromebook, and any other items normally provided during in-person, in-class learning.
- 2.21 Administrators may visit Google classrooms, Google Meets, and/or Zoom sessions with prior notice, if possible, to the Bargaining Unit member.
- 2.22 Adjunct duties, Committee assignments, or extra duty work
- 2.22.1 All adjunct duties, committee assignments, or extra-duty positions shall be cancelled unless such duties, assignments, or positions can be reasonably performed in a virtual setting at no more than two (2) hours per month. Bargaining unit members shall continue to receive stipends and/or additional pay for such duties and responsibilities as provided for under the CBA, if applicable.
- 2.22.2 Bargaining Unit members shall not be required to make up adjunct duty or committee assignments missed due to distance learning requirements.

ARTICLE 3: LACK OF SUBSTITUTE COVERAGE

- 3.1 Bargaining Unit members who provide substitute coverage for a distance learning class shall be paid the adjunct rate of pay for time worked beyond the regular workload.
- 3.2 If no certificated Bargaining Unit member is available to provide substitute teaching coverage, the distance learning class may be instructed by an administrator or designee until such time as a bargaining unit member or certificated substitute teacher becomes available.
- 3.3 Classified employees shall not provide substitute teaching coverage but may be used to assist students already assigned work by their regular classroom teacher.

ARTICLE 4: HEALTH AND SAFETY

- 4.1 Physical distancing of six (6) feet shall be maintained between all staff while on site and be required to wear a face covering.
- 4.2 Staff shall not congregate while on site in “common place” locations such as break rooms, school offices, staff lounges, classrooms, cafeteria, etc. Physical distancing must be maintained by all staff on district sites at all times.

- 4.3 Under distance learning models, Bargaining Unit members are expected to work from their assigned classrooms/worksites during school hours, unless otherwise approved by the site administrator, immediate supervisor, and/or Superintendent. Bargaining Unit members must complete the COVID-19 health screening document as soon as practicable upon entering a district site daily. Bargaining Unit members shall be responsible for adhering to all State, County, and local public health recommendations and guidance.
- 4.4 Meetings and gatherings:
- 4.4.1 In-person meetings shall be subject to State, County, and local health department guidance. Virtual meetings and gatherings shall be encouraged during distance learning instruction (IEPs, 504s, SSTs, professional development, parent meetings, committee meetings, grade level collaboration, etc.). Such meetings shall be scheduled outside of synchronous instruction, as practicable.
- 4.4.2 Large, in-person gatherings (i.e., school assemblies, field trips, etc.) are prohibited until approved by health department officials, district leadership, and site administrator.
- 4.4.3 Back to School Night, Open Houses, PTA/PTC events, in-person Promotion/Graduation meetings or ceremonies, and other such events shall be cancelled for 2020-2021, unless approved by health department officials, district leadership, and site administrator.
- 4.5 Other Health and Safety Issues, Daily Cleaning, and Disinfecting
- 4.5.1 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, copy machines, and other high-touch fixtures, using the safest and most effective disinfectant available, as recommended by federal, State, and/or local health officials.
- 4.5.2 Daily cleaning and disinfecting as described in Section 4.5.1 above shall be completed by trained custodial personnel. Certificated unit members shall not be required to perform daily cleaning and disinfecting that falls outside the scope of the normal duties in the CBA. Certificated unit members *may* perform cleaning and disinfecting duties in their classrooms and assigned work areas as they so choose, but such members must complete all requisite training prior to performing such activities, and such activities do not release the responsibility of the trained custodial staff from performing such tasks in accordance with their daily assignments and directives.
- 4.5.3 Face coverings are required to be worn properly at all times by all individuals following the guidance of the County Department of Public Health, CDC, and CDPH, except when outdoors with no one within six (6) feet of social distancing. This applies to all staff, all students, all administrators, and any visitors on campus over two years of age. The District shall develop and share with staff a plan to deal with students and others who are not in compliance with the face covering requirements.

- 4.5.4 Face coverings shall not be required for students or staff if there is a medical or behavioral reason for not wearing a face covering which is verified in writing from a medical professional or behavioral specialist, which shall be on file with the HR Department.
- 4.5.5 For staff, students, and individuals who cannot wear a mask according to section 4.5.4 above, face shields shall be worn in accordance with the guidance of the County Department of Public Health, CDC, and CDPH.
- 4.5.6 Students who fail to strictly adhere to the health and safety protocols, PPE requirements, and/or the terms and conditions of the District's Board-approved elementary school waiver, school reopening plans, Learning Continuity & Attendance Plan, and other related documents during the 2020-2021 school year will be subject to disciplinary action. Students who fail to comply with face covering requirements will remain in the distance learning program full time. All such documents may be obtained at www.basslakeschooldistrict.com.
- 4.5.7 Staff who fail to strictly adhere to the health and safety protocols, PPE requirements, and/or the terms and conditions of the District's Board-approved elementary school waiver, school reopening plans, Learning Continuity & Attendance Plan, and other related documents during the 2020-2021 school year will be subject to disciplinary action in accordance with this MOU and the collective bargaining agreement. All such documents may be obtained at www.basslakeschooldistrict.com.
- 4.5.8 All Board-approved documents referenced above in 4.5.6 and 4.5.7, as well as future COVID-19-related board-approved documents, protocols, and plans, shall be considered integral components of this MOU for the 2020-2021 school year. Such documents include the Elementary School Waiver, Learning Continuity & Attendance Plan, School Reopening Plans, and COVID-19 Protocols.
- 4.5.9 The District and the Association together recognize that due to changing pandemic conditions and adjustments to health & safety guidance from CDPH, CDC, Madera County DPH, and state & federal executive orders, the Board will likely approve future COVID-19-related documents, plans, and protocols. All such documents shall also be included as part of this MOU.

4.6 Air Ventilation and Filtration

- 4.6.1 The Parties affirm that public health officials indicate that proper ventilation is necessary to minimize the risk of transmission and infection from COVID-19, especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus, the risk of transmission and infection from COVID-19 through the air. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, and/or air quality conditions.
- 4.6.2 The District shall ensure that all HVAC systems operate on the mode which delivers the most fresh air changes per hour and open outdoor air dampers, as much as practicable, up to 100%, as indoor and outdoor conditions safely permit.

- 4.6.3 HVAC units shall be equipped with the highest rated HEPA/MERV air filters compatible with the district's HVAC units and available for purchase HEPA/MERV13 air filters, which shall be changed at industry/factory-recommended intervals.
- 4.6.4 The District will provide classrooms and offices with air purifiers equipped with filters that shall be changed at industry/factory-recommended intervals.
- 4.7 Health Screening, Testing, Notification, and Contact Tracing
- 4.7.1 Each school site shall have access to the district nurse and district health assistant for the health and safety of all students on campus each day. The district nurse and site principals shall:
- 4.7.1.1 Oversee the health screening, testing, and notification of all students on the school campus;
 - 4.7.1.2 Coordinate with the District and interface with the Madera County Department of Public Health;
 - 4.7.1.3 Primarily care for any students who manifest symptoms associated with COVID-19;
 - 4.7.1.4 Implement quarantine protocols, as necessary; and
 - 4.7.1.5 Will provide resources for all students, staff, parents, and visitors on effective hygiene practices, including but not limited to handwashing, physical distancing, and PPE usage.
- 4.7.2 The District shall ensure that all students, employees, and visitors are checked daily for symptoms associated with COVID-19 infection prior to entering school following state and county health department guidance.
- 4.7.3 Health screening, testing, notification, and quarantine protocols and procedures will be created prior to in-person, on-campus learning occurring.
- 4.7.4 All students and staff will be trained on these protocols and procedures.
- 4.7.5 Staff and students with any symptoms consistent with COVID-19, or who have had close contact with a person with COVID-19, shall be sent home or sent to a designated room on-site, pending travel home or to a medical facility.
- 4.8 Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing procedures in conjunction with the Madera County Department of Public Health. All persons who may have come in contact (as defined by health department guidance) with the infected individual shall be notified. The District shall notify the Association President of the location(s) where

the infected individual was present on the school campus during the suspected incubation/active infection period.

ARTICLE 5: LEAVES

- 5.0 The District will continue to implement Articles 10-18 of the collective bargaining agreement regarding various forms of leave available to certificated staff, and agrees to abide by the Families First Coronavirus Response Act (“FFCRA”).
- 5.1 Families First Coronavirus Relief Act (FFCRA expires December 31, 2020.)
- 5.1.1 For bargaining unit member self-care: Bargaining unit members: 1) unable to work due to government issued quarantine or isolation order related to COVID-19; 2) advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work; 3) or experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work, a unit member shall use up to 10 days of available federal paid sick leave under the FFCRA. The District may request verification prior to placing a unit member on paid leave. The District will pay a unit member’s full salary, regardless of per diem pay limits in the FFCRA.
- 5.1.2 A unit member may use up to 10 days of available federal paid sick leave under the FFCRA if the member is unable to work due to the need to provide COVID-19 related care for a household member. The District shall pay the per diem difference for five (5) days.
- 5.2 Industrial Accident Leave/Workers Compensation
- 5.2.1 All provisions of the Education Code and CBA pertaining to Industrial Accident Leave and/or Worker’s Compensation remain in effect.

ARTICLE 6: PAY AND BENEFITS

- 6.1 While working under an in-person, on-campus learning model, a hybrid model, or a total distance learning model, or during a period of total emergency school closure, bargaining unit members shall continue to receive their full compensation and benefits in accordance with state orders and/or guidance. If extracurricular duties can and are performed, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the CBA.
- 6.2 Any bargaining unit members that provide substitute coverage for an in-person, on-campus class cohort, distance learning class, or hybrid class shall be paid the adjunct duty rate.

ARTICLE 7: EVALUATION

- 7.1 Non-probationary bargaining unit members shall not be evaluated or subjected to any disciplinary action on any lesson planning, implementation, delivery, and/or student assessment associated with distance learning due to the unique circumstances surrounding this crisis as long as the teacher attempts in good faith to provide alternative learning activities to their students.
- 7.2 The evaluation process shall begin no later than October 1, 2020, for all probationary bargaining unit members with all observations and final evaluations concluded by the designated end date in the CBA.

The Parties agree to meet and further discuss the evaluation process for the 2020-2021 school year as necessary.

ARTICLE 8: CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

- 8.1 The Parties agree to meet and confer monthly during the pandemic to discuss textbooks, curricula, educational methods, standards, assessments, with the goal of evaluating the instructional models being used and to improve student learning outcomes.
- 8.2 The District shall prepare a “Learning Continuity and Attendance Plan” for the 2020-2021 school year in consultation with and reflecting meaningful input from school stakeholder groups, including parents and the Association. The District shall provide a copy of the “Learning Continuity and Attendance Plan” in draft format at least 24 hours prior to adoption of the plan by the Board of Trustees.
- 8.3 Due to the evolving nature of the pandemic, the Parties mutually agree to reserve the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

ARTICLE 9: DURATION

- 9.1 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the COVID-19 pandemic.
- 9.2 This MOU shall expire in full without precedent on June 30, 2021, unless extended by mutual written agreement of the Parties.

*Tentative agreement has been reached on Monday, August 10, 2020, at 4:00pm.
BLTA approved on Tuesday, August 11, 2020, at 3:00pm.
BLJUESD Board approved on Wednesday, August 12, 2020.*

*Tentative agreement on the revised version reached on Thursday, November 12, 2020, at 3:15pm.
BLTA approved the revised version on Tuesday, November 17, 2020, at 3:00pm.
BLJUESD Board approved the revised version on Wednesday, November 18, 2020.*

(Date:)

(Date:)

(On behalf of the District:)

(On behalf of BLTA:)

(Printed Name:)

(Printed Name:)

(Title:)

(Title:)