

**MEMORANDUM OF UNDERSTANDING BETWEEN  
OROVILLE UNION HIGH SCHOOL DISTRICT  
AND  
OROVILLE SECONDARY TEACHERS ASSOCIATION / CTA / NEA**

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

March 23, 2020

The Oroville Union High School District ("District") and Oroville Secondary 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 online or other distance learning program 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 2019-20 school year.

1. Unit Members shall have the option to work remotely or on campus during the emergency school closure. If members go to the campus, they must contact their principal so that rooms can be sanitized again.
2. Unit Members' compensation and benefits shall not be reduced as a result of the emergency school closure.
3. For online or other distance learning, the parties agree to collaborate on working guidelines for the distance learning model. The parties recognize distance learning as a model that will require flexibility in scheduling. In most cases, employees will complete their distance learning responsibilities during the hours defined in the CBA. The parties also agree that at times, employees will need to complete distance learning work using a flexible schedule.
4. The coursework provided to students shall have the intention of promoting continuity of learning while students are not in school. This will include enrichment, intervention and/or exposure to new material. The pace of instruction shall be at the discretion of the teacher based on the needs of their students. The work provided may or may not require summative assessments or summative grading.
5. The parties agree to confer regularly to address implementing guidance from the California Department of Education as well as the Federal 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 to

accommodate, and/or adapt lessons to meet the needs of students' IEP in a digital or other distance learning environment, and ensure that lessons and activities are appropriate as documented in the student's IEP.

6. Individual accommodations will be provided. Special education teachers of students with moderate to severe disabilities will provide continuity of learning through a variety of distance learning resources as appropriate so that special education students have access to the same learning opportunities as other students. Related Service Providers (Speech Therapist, Adapted PE, etc.), will prepare distance learning activities that can be completed at home as appropriate.
7. Digital or other options to meet and collaborate on a student's Individualized Education Program (IEP) could be triggered and implemented during the closure due to COVID-19.
8. Administrators, teachers and/or special education case managers shall communicate the distance learning plan for their students to parents.
9. Unit member evaluations shall be paused (unless final classroom observation has already taken place) for the duration of any school closure (modified or otherwise). It is understood that teachers may be developing lessons to be delivered via a new modality.
10. The district shall provide training/planning remotely to address these needs: 1) mode of lesson delivery 2) collaboration with team members 3) actual time to prepare lessons 4) communication with students/parents, prior to implementation of any distance learning model. These days shall count as teacher contract days.
11. Upon the State/County/District determining schools are safe to open, the District shall provide one day of preparation to all unit members to prepare for the return to the classroom with students. This day shall count as a teacher contract day.
12. Unit members shall not be required to make up adjunct or committee assignments missed as a result of the emergency school closure. Adjunct duty, district and/or site committees will only be scheduled as necessary to carry out the educational plan during school closure.
13. In the event the State of California directs alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiations on the impacts.
14. The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.
15. Unit members are expected to remain available to return to the worksite during working hours if necessary. The District will provide unit members 24-hour notice of the need to return to the worksite when necessary as authorized by the District Office in consultation with OSTA. In the event special circumstances prevent an employee from attending the training or any on campus event, the employee shall

make special arrangements with their site administrator or supervisor.

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 2019-20 school year.

This MOU shall expire on the later of June 30, 2020 or at the conclusion of this coronavirus crisis, but may be extended by mutual written agreement.

The undersigned represent that they are authorized to execute this MOU.

**For the District:**

Corey Willenberg

Date:

**For the Association:**

Teisha Hase

Date: