

**MEMORANDUM OF UNDERSTANDING  
BETWEEN MANTECA UNIFIED SCHOOL DISTRICT AND  
MANTECA EDUCATORS' ASSOCIATION (MEA)**

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

March 31, 2020

The Manteca Unified School District ("District") and Manteca Educators' 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 alternative learning plan 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 2019-2020 school year. The District's new alternative learning plan is termed "Distance Learning." Distance learning will provide teachers an alternative method of delivering instruction that does not require them to physically report to work and ensure that students are able to continue learning with minimal interruption.

- 1) Unit members may work from a remote location during the emergency school closure. Employees shall be available throughout their normal work hours.
  - Members will be encouraged to utilize District platforms as they relate to digital learning.
  - Psychologist may provide appointments to students for social emotional needs as possible. Any appointments scheduled can be conducted virtually or by district provided device.
  - Counselors may provide appointments to students for academic and or social emotional counseling as possible. Any appointments scheduled can be conducted virtually or by district provided device.
  - Special education staff will prepare appropriate distant learning activities as associated with students IEPs. It may be necessary to provide additional supports in order to meet student needs such as consultation or other related services.
  - Unit members will develop and post a direct instruction lesson based on grade level standards for distant learning daily for grades K-5. 6-12 grades are encouraged to post lessons daily but minimally will post all of the daily lessons once a week. Members will have flexibility in the lesson format.
  - Unit member will design student independent work based on direct instruction lesson
  - Unit member will evaluate student learning with feedback as appropriate
  - Unit member will develop office hours to communicate with students/guardians. Office hours will be during regular work hours and communicated with administrators, guardians, and students.
    - K-5 encouraged to connect with all students daily and minimally within 48 hours.
    - 6-12 encouraged to connect with all students daily and minimally weekly.

- If unit members attempt to contact students but are unable to, they will document attempts in Q. If there are persistent issues/concerns with a student, the teacher will report it to site administration (3 days or more of no contact)
- 2) Unit members' compensation and benefits shall not be reduced as a result of the emergency school closure. Stipends, 133% contracts and Extra Duty Assignments (Academic Coaches, Intervention Teachers) shall continue to be paid without any reductions due to crisis.
  - 3) If quarantined due to verified exposure, District will work with employee to develop a 2 week alternate work setting to ensure safety of employee and district while health is evaluated by a medical professional. Employee may return to work after they are symptom free and no fever has been identified for 48 hours.
  - 4) The District ordinarily does not allow unit members to bring their children to their work site during work hours. However, the Parties acknowledge these are extraordinary circumstances, and unit members may require child care for their own children. Unit members may bring their own children to their work site under these conditions.
    - a. Children must be the unit members' dependents
    - b. Children must not exhibit any signs of illness
    - c. Children must be under the direct supervision of the unit member at all times
    - d. The presence of children cannot create distraction from the unit members required work, or any other unit members' work
  - 5) The distribution and collection of work by individual teachers may be conducted through digital means. If a teacher chooses to utilize non digital resources, they will coordinate the creation and distribution of the work to go home unit members will coordinate with site administration on distribution of non digital resources.
  - 6) The District will manage website educational resources available to students. Those resources will be refreshed periodically and available through the main webpage and each site's webpage.
  - 7) Unit members who provide support services like Program Specialist, School Nurses, Program Coordinators, and Academic Coaches will provide supports deemed necessary by their respective departments. While providing supports it is recognized that safety precautions such as physical distancing and other mitigating procedures should be considered and utilized when practicable.
  - 8) Employee evaluations shall be considered completed for the 2019-20 school year as of March 23, 2020. The summative evaluation will be sent via email to each employee in the evaluation cycle. If there are no questions or concerns the unit member will email the administrator that they received and have no objections. If a unit member has an objection to their summative evaluation, they can make an appointment with the administrator to review the summative evaluation. This may be completed via phone conference or in person. All evaluations must be completed by May 1, 2020. For those unit members hired after the start of the school year, one observation will be deemed as complete and a summative will be completed by May 1, 2020.

- 9) It is understood that due to the unique circumstances we are in and the challenging nature of creating curriculum and learning opportunities for student in such a short time frame unit members shall not be subject to any formal disciplinary/evaluation on any implementation, delivery and/or student assessment associated with distance learning lesson as long as it is referring to the grade level subject matter at student's level. This section does not limit or deny an administrator's ability to discipline an employee for actions that would be deemed disciplinary in nature.
- 10) Upon return to school sites the adjunct committee will reconvene to determine adjunct duties and work with teachers to fulfill any changes due to the school suspension and makeup of activities.
- 11) In the event the Public Health/Center for Disease Control/Office of Emergency Services deems alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiations on the impacts.
- 12) The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.
- 13) 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 2019-2020 school year.
- 14) Employees may be called to perform essential functions during the suspension based on the needs identified by the District. If members are called into service, the District agrees to negotiate the impact of such action including but not limited to selection process and placement of members called into service.

This MOU shall expire on May 15, 2020 at 5:00pm or at the conclusion of this coronavirus crisis suspension currently in place, but may be extended or modified by mutual written agreement or successor agreement.

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Manteca Unified School District

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Manteca Educators' Association

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Date

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Date