Memorandum of Understanding

In Partnership Between
Boulder Valley School District (BVSD)
and
Boulder Valley Education Association (BVEA)

Preamble
The Boulder Valley Board of Education, the Boulder Valley Education Association, and the employees of the Boulder Valley School District recognize and declare that it is our mutual aim to provide a quality education to all pupils of the District. We are classroom educators, and want to be in our classrooms educating students under the safest possible conditions. The parties realize that we will not eradicate all unsafe conditions.

Purpose
This Memorandum of understanding (MOU) sets forth the terms between BVSD and BVEA to address concerns that have arisen from the COVID-19 Pandemic.

Unless otherwise noted, the provisions of the BVEA/BVSD master agreement remain in effect, subject to the modifications listed in specific sections and articles below.

Absent contravening guidance or directives from our local health departments, shared decision making and/or consultation with building administration will be employed.

Teaching Hours and Teaching Load

- Lunch:
  - Referring to contract language C-5. (c)- at least a 30 minute guaranteed daily, duty-free, lunch period will be ensured.
  - In the interest of minimizing cross contamination and contact tracing, it is highly recommended that employees remain on campus for the entirety of the work day.
  - Employees will be provided an additional 15 minute break, if not afforded daily planning time, in any of the in-person Phases.
• Planning/Meetings:
  o Referring to contract language C-5.1- A minimum of 4 ½ hours of duty-free planning time will be provided per week. Every reasonable effort will be made to provide planning periods of meaningful length of 30 minutes.
  ■ MONDAYS OFF--Labor Day, MLK Day and Presidents' Day
    • Labor Day planning is compensated the week prior, due to the delay in the student start date.
    • MLK Day and Presidents’ Day planning will be substituted the Monday prior to both of these holidays. Specifically, January 11, and February 8, 2021, will be entire days for teacher directed plan time.
  o Referring to contract language C-5- The work week will be 40 hours per week, including 2.5 hours of individual teacher directed time.
  o BVSD and BVEA recognize that the pandemic has created conditions that may necessitate meetings beyond the standard contractual maximum of 60 minutes per week, as well as a need for additional teacher planning and preparation time. Every effort will be made by both parties to collaborate in allocating and apportioning planning and non-teaching time to meet the needs of both teachers and administrators.
  o There will be a site-based, shared decision making process used to determine virtual vs. in-building planning/PD/meeting time.

• Additional Days to the Contract Year
  o For the 2020-2021 school year only, if there is a need due to the COVID-19 pandemic to add additional days to the contract year, the parties will convene to discuss pay and conditions related to any additional days.
Guarantees for Staff

• Any non-probationary employee who fulfills a temporary role other than their current assignment, or who has a medical exemption during this time, shall be guaranteed the right to return to their previous position unless the employee voluntarily accepts another position.

• Educators working remotely shall receive adequate curriculum support and resources in order to ensure equitable experiences for students who opt-in to remote learning.

• Educators working remotely shall be granted the same caseload/class size protections as those teaching in-person.

• Every effort will be made to keep those teachers on medical exemption involved with teaching online at their home school.

• Based on need, educators may be required to teach in another teaching assignment or in another school.

• Educators quarantined due to exposure to COVID-19 will be expected to assume online teaching duties if their health conditions allow.

• Staff members will be provided with PPE (Personal Protective Equipment)/EPG (Essential Protective Gear) by the District. At a minimum, this equipment will meet Health Department guidelines. For employees whose need or assignment requires equipment in excess of what the standard issued EPG includes, BVSD is committed to provide specialized equipment.

Safety Protocols and Procedures

• Prior to students returning to school, BVSD will develop a written protocol for the following:
  o circumstances under which students and employees would be subject to measures that could inhibit in-person learning,
  o the transition to different phases
  o remote learning

• The implementation of protocols will be discussed collaboratively between BVSD and BVEA. It is understood these protocols may be subject to change in accordance with guidance from health departments.

• A matrix will be used in determining the movement between Phases based on CDPHE and Boulder County Public Health Department Guidelines.
• Educators at the building level will be consulted around the collective problem solving for the implementation of working and learning conditions that are mandated by safety and health guidelines.

• If circumstances require a shift to remote instruction at the class, school, or district level, impacted educators will be provided as much time as is feasible, practical and allowed by CDE, for planning to prepare. Particulars will be determined by BVSD and BVEA.

• Referring to contract language D-2 (Health Examination): A special health examination may be required whenever a physical or mental condition interferes, or appears likely to interfere, with the health and safety of other employees or pupils or the education of pupils. An employee may also be required to have a written report from a qualified physician showing that he/she is physically capable of doing the work required of his/her position. The costs of these special health exams shall be paid by the District.
  ○ Pursuant to the above, the District will provide COVID-19 testing free of charge to all employees.

**Teacher Evaluations**

• Depending upon future guidance from CDE, we want to ensure that the evaluation process is equitable across all Phases of learning and in all manners of teaching. The evaluation process also needs to be completed in a timely manner.

**Substitutes**

• When a substitute is not available during in-person instruction, such consideration shall include not having classes or portions of classes be combined if current safety guidelines cannot be met.

• In the case of remote learning, educators may be required to provide class coverage for colleagues.
Sick Days-Healthy Families and Workplaces Act and/or Families First Coronavirus Response Act (FFCRA)

- It is understood that through December 31, 2020, teachers who meet the criteria of either of these Acts will have access for up to (80 hours) 10 work days of sick leave prior to utilization of any of their own sick leave or annual leave days. Additionally, after December 31, 2020, any other Federal legislation that addresses sick leave will be in effect.

Duration
This MOU is at-will and may be modified by mutual consent of authorized officials from BVEA and BVSD. This MOU shall become effective upon signature by the authorized officials from BVEA and BVSD and will remain in effect until modified or terminated by either of the partners by mutual consent. This MOU may be amended in writing and shall be for the 2020-2021 school year and shall expire on July 31, 2021.

Authorized Officials

Dr. Rob Anderson  
BVSD Superintendent  
Date: 7/31/2020

Terri R. Mulford  
BVEA President  
Date: 7/31/2020