



Memorandum of Understanding: FAQs

- **What exactly is a memorandum of understanding?**

A memorandum of understanding (MOU) is an addendum to the Agreement between BVEA and the District. It is a binding document that is enforceable by both parties.

- **Who gets to approve an MOU?**

Section B-8 of the BVEA-BVSD Agreement reads, in part, as follows:

“INTERIM NEGOTIATIONS: It is recognized by the Board and the Association that all solutions and developments could not be anticipated at the time this Agreement was negotiated. Changes in the Agreement during its effective dates may be negotiated when the parties mutually agree that proposed change(s) are necessary. If as a result of such negotiations, agreement is reached on proposed change(s) such

changes will be presented to the Association's Board of Directors and the Board of Education for ratification."

Pursuant to this language, the BVEA Negotiations Team crafted this MOU, in conjunction with District officials. Last Friday, the Exec Board voted unanimously to approve it.

- **So, what impact does this have on the Agreement?**

This document is attached to the Agreement as an addendum. It supplements the Agreement. Again, as noted above, it is considered an enforceable document.

- **How long will this MOU be around?**

As stated at the end of the document, the MOU is set to expire (sunset) on July 31, 2021.

- **What else happens in the meantime?**

BVEA is set to renegotiate the Agreement with the District next spring. Some components of the MOU may make their way into the Agreement, while others will simply sunset when the MOU expires.

- **If we have to change Phases, what rules govern that decision?**

As stated in the document, guidance from the Colorado Department of Public Health and Boulder County Department of Public Health will inform a decision making matrix. This matrix will guide decision making regarding the Phases.

- **Why wasn't that negotiated?**

It was. The BVEA team agreed that guidance from local health officials was the most accurate and meaningful metric for determining safety for educators and students.

- **Where is the District getting its guidance?**

As stated in the MOU, the District is in regular communication with the Boulder County Department of Public Health and Broomfield County Department of Public Health and Environment.

- **If we change Phases during the school year, how much time will there be to shift to a new Phase?**

As much time “as feasible.” In the spring, there was significant time to provide for the change in instructional modes. However, the Colorado Department of Education has mandated “seamless” instruction, which may limit the District’s ability to effectively shut down in between Phases.

- **With all of these choices for students and exemptions for employees, is there any possibility I could be transferred?**

Section D-19 of the Agreement governs involuntary transfers. There are criteria regarding who is transferred, and they remain unchanged in its current form.

• Some different things are happening in different counties and different school districts. Why is that?

As a “local control” state, Colorado school districts are permitted the latitude to make decisions regarding matter such as these. So, the decisions made in Weld County, Adams County, or elsewhere may be different. Also, the COVID conditions in each county are different, and that impacts decisions about openings and/or closures at the site or district level.

• I may work here, but I live in another school district. My kid’s district is establishing rules that are really different from here. What can I do about the child care issues that come out of this situation?

While the MOU doesn’t deal directly with this issue, the District is finalizing efforts to address the strain of child care upon BVSD educators who have children.

• I see that part about “shared decision making.” What might that look like at my building?

BVSD is a highly decentralized school district, so there is great latitude given to employees to engage in collaborative work with supervisors. BVEA members have the right to establish a Faculty Advisory Committee, per Section I-1 of the Agreement. Your site should already have an FAC, and it may be a useful place to engage COVID-related issues at your site.

- **Will members of our bargaining unit be provided with COVID testing?**

As cited in the MOU, Section D-2 provides for testing of employees when a health condition “interferes with... the health and safety of other employees or pupils.” Furthermore: “The costs of these special health exams shall be paid by the District.”

- **How often can I get tested?**

The District has asserted that testing every other week is adequate. However, the MOU contains no such language. Looking to the Agreement, Section D-2 contains no specification about frequency of testing; so, it is reasonable to assume that any member of the bargaining unit can get tested on a regular basis and/or if she has cause to believe she may have been exposed.

- **What if I contract COVID? What does that look like when it comes to leave days?**

At present the Federal government offers up to 10 days of leave. This legislation is set to expire at the end of the calendar year. After those ten days are used, employee personal leave, and sick leave bank days are available.

- **Might this be a workers compensation issue?**

It is. However, the Workers Compensation Division is requiring evidence that the employee contracted COVID in his work environment. So, the burden of proof is

upon the employee to provide affirmative evidence. At present, fewer than one-third of COVID claims have been approved by the WCD.

- **Who should handle questions about COVID related issues?**

Each site has a COVID Coordinator. If you don't already know, ask your administrator who that person is.

- **What if there is something in this MOU that obviously doesn't work? How would we deal with that?**

Section B-8 is still in effect. BVEA and the District could "patch over" any issues that arise from any unintended outcomes related to the MOU.

- **If I have further questions, what should I do?**

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Apart and separate from the response, we may include the question (and its answer) in an updated form of this document.

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