MEMORANDUM OF UNDERSTANDING
BETWEEN
Insight Schools of California
AND
California Virtual Educators United
REGARDING COVID-19 CORONAVIRUS

April 14, 2020

Insight Schools of California ("Insight") and California Virtual Educators United ("CVEU") enter into this Memorandum of Understanding ("MOU") regarding negotiable impact issues related to the Coronavirus ("COVID-19").

The parties agree to the following:

1. **Potential School Closures:** Insight is currently working with their governing boards to authorize the Head of School to close each school should the need arise. In no event is this MOU valid beyond the term noted below during 2019-20 school year for any Insight school due to COVID-19. Insight shall inform all bargaining unit members via work email and/or phone of the anticipated date of closure as soon as determined and then of reopening the regular program at least seventy-two (72) hours in advance.

2. **Leaves of Absence from Work Due to COVID-19:** All leaves of absence and related rights to continued pay/benefits during school closures shall be provided in accordance with all applicable state and federal law, including those developed as a result of COVID-19, and the CBA. Insofar as any unit member who is on leave under the Families First Coronavirus Response Act ("Act"), and thus receiving a portion of their regular pay through the Act, such unit member may also use any accrued Sick or Personal Necessity Leave to supplement any deficit below regular salary. **Unit members who are in the process of seeking a diagnosis and provide documentation from a physician for COVID 19 shall receive full pay and benefits and not charged sick leave for up to 5 additional working days.**

3. **Compliance with Cal-OSHA Guidelines:** Insight will comply with any applicable Cal-OSHA guidelines.

4. **Application for Full ADA Funding:** To ensure full funding, Insight shall submit a "J-13A Request for Allowance of Attendance Due to Emergency Conditions" waiver to the CDE as required by law to mitigate the loss of funding due to lower than normal Average Daily Attendance ("ADA"). If the waiver is denied or the state requires students to make up days for the 2019-20 school year, the parties will negotiate make-up student instructional day(s) up to the number of school closure days.

5. **Safety Requirements for In-Person Meetings:** While they are no plans to host any in-person events, should the current circumstances surrounding COVID-19 improve, all future required in-person meeting sites will be decontaminated before staff or students arrive at the site in the event the required in person meeting is within fourteen (14) days from when the County public health office has deemed it is safe to resume public gatherings. Additionally, unit members who have health or medical concerns for themselves or a family member documented by a physician's orders shall not be required to attend any in person events.

6. **<u>If School Reopens, Then Modified Work Duties Apply</u>:** The following events/activities shall be altered or postponed while the Insight schools remain open and California is under emergency orders to allow teachers flexibility and time to focus on student support:

   a. Administratively assigned meetings;
   b. Work record due dates;
   c. All In person events (testing, outings, meetings, etc.);
   d. Instructional Model
   e. Insight shall reasonably attempt to schedule IEPs in a manner that takes into consideration the impact on a unit member's schedule.

   Teachers who are unable to meet requirements listed in section 6 may request in writing to the Head of Schools that they receive additional accommodations to provide flexibility and time in meeting requirements.

7. **<u>Impacts to Professional Duties/Requirements for Duties Related to Student Engagement During Closures</u>:** During any closure by Insight or Shelter in Place orders due to COVID-19, all supports for students and learning coaches will remain in place, however core content general education teachers will reduce live session offerings to no less than one (1) hour admin scheduled per day and elective teachers will be required to provide not more than three (3) hours admin scheduled per week (per the CBA). Teachers who are unable to meet live session requirements may request in writing to the Head of Schools that they complete alternative lessons. Alternative lessons would include a significant, if not complete, reduction of live sessions and would include activities such as recorded class sessions, alternative assignments and communication with students via phone. Insight shall also send out an email to all unit members concerning these revised deadlines, reductions and alternative assignments.

   This MOU shall remain in effect through June 30, 2020, when it shall expire in full and without precedent. The Insight Head of School and CVEU Insight Bargaining Chair will meet by June 17th, 2020, to determine whether or not to extend this agreement.

CVEU – Marla Friedler

Insight – Kimberly Odom