

MEMORANDUM OF UNDERSTANDING

Between the

CAPISTRANO UNIFIED EDUCATION ASSOCIATION

Calendar and Work Location Changes due to COVID-19 Precautions

Effective Date: March 17, 2020

Expiration Date: June 5, 2020

The Capistrano Unified School District and Capistrano Unified Education Association agree to the following calendar commitments as a result of the impact of the Corona Virus (COVID-19) planning and work restrictions:

1. The week of March 16, 2020, through March 20, 2020, is Spring Break for students.
 2. Due to the change in the calendar, many certificated staff may have been engaged in work-related activities, such as planning, during the week of March 16th (Spring Break) in preparation for distance learning plans. Optional training to support online instruction will be provided during this week if possible.
 3. The week of March 23, 2020, through March 27, 2020, will include the following:
 - a. Webinars and professional learning for Google Classroom and Google Hangout for those who are interested in supporting their distance instructional delivery will occur Monday, March 23, 2020.
 - b. Distance learning to begin the morning of Tuesday, March 24, 2020, for all students.
 4. The week of March 30, 2020 through April 3, 2020, teachers will continue to provide distance learning for all students.
 5. The week of April 6, 2020 through April 10, 2020, students will participate in a distance learning Enrichment/Study week:
 - a. Unit Members will provide a menu of learning options to their students on or before Friday, April 3rd.
 - b. Distance learning for students will allow for independent study and flexibility for families.
 - c. Student work will not be required to be submitted.
 - d. Student work will not be graded.
 - e. Unit Members will be on Spring Break.
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Additional Guidelines:

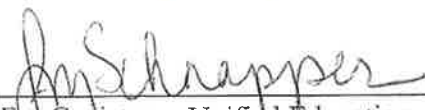
- Starting March 23, 2020, Unit Members, where practicable, will have the option to work remotely or on campus, if a school site is open to staff. Based on the local, state, and/or federal guidance unit Members are encouraged to work from home, until direction changes from health officials.
- If county or state officials recommend a change to the status of school operations, the parties agree that the District shall have the sole and exclusive discretion to determine whether a school is closed, maintained as open, or reopened after closure and whether or not classes will be offered through distance learning in the event of a school closure.
- The Parties agree that unit Members have a right to the provisions of leaves as stated in Article 10.
- The District will take every reasonable action to ensure safe and healthy working conditions for unit Members.
- Additional assignments, including but not limited to 6/5ths and co-curricular, shall be honored during the closure.
- Education Division and CUEA will continue to collaborate on distance learning.
- Nothing in this MOU supersedes federal or state law, edicts by local agencies (such as County Health Department), or Resolution 1920-46.

The parties agree they will continue to meet and negotiate, as practicable, regarding these issues as government agencies update information and guidelines.

Dated: 3-17-2020

By: 
For District

Dated: 3-17-2020

By: 
For Capistrano Unified Education Association