

~~CVE CVESD~~ PROPOSAL

MEMORANDUM OF UNDERSTANDING
BETWEEN
CHULA VISTA ELEMENTARY SCHOOL DISTRICT
AND
CHULA VISTA EDUCATORS
REGARDING THE DISTANCE LEARNING MODEL DURING THE 2020-2021 SCHOOL YEAR

~~July 22~~ **August 6**, 2020

The Chula Vista Elementary School District ("District") and Chula Vista Educators ("CVE"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to COVID-19 and distance learning for the 2020-2021 school year, in accordance with AB 77 and SB 98.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates modifications to the operation of schools to minimize the health risks associated with COVID-19 for all students, staff, and their families while also providing equitable access to education through rigorous instruction for students.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement ("CBA") between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and CVE. The Parties affirm the obligation to comply with all provisions of the CBA not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act ("EERA") *California Government Codes 3540 et seq.* apply and remain in effect.

~~This Memorandum of Understanding is agreed between the Chula Vista Elementary School District ("District") and the Chula Vista Educators ("CVE"), collectively referred to hereinafter as "the parties", concerning the District's 2020-2021 in-person reopening of schools during COVID-19 pandemic.~~

~~CVESD will adhere to AB 77 sections 43501, 43502, 43503, 43505 regarding Distance Learning and Instructional Minutes.~~

"Distance learning" means instruction in which the student and instructor are in different locations and students are under the general supervision of a certificated employee. Daily live interaction with certificated

employees and peers will be provided for purposes of instruction, progress monitoring, and maintaining school connectedness **with families**. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders. **Daily live interaction shall be designed to meet the needs of students at the discretion of the teacher.**

Unit Member Expectations for Distance Learning:

- While engaging in the distance learning model, unit members shall be responsible for **planning providing** appropriate standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback, and reporting non-participation or engagement to the site administrator for additional outreach and follow up.

Unit members will also uphold the following expectations for distance learning:

- ~~Engage in daily live interaction with students for purposes of instruction, progress monitoring, and maintaining school connectedness for the duration of the scheduled instructional hours. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders.~~
- ~~Provide interactive instruction of grade-level content that requires and promotes student interaction with their teacher/classmates., engages students to think and respond in a varieties of ways, supports students using a range of learning modalities, and includes opportunities to provide individual students encouragement and feedback.~~
- ~~Classroom teachers shall establish regular and ongoing forms of communication with all parents and guardians regarding a pupil's academic progress, and more frequently for at-risk students (in accordance with the District LCAP) and for those who show evidence of significant learning loss.~~
- ~~Collaboration/Staff Meetings: Unit members shall be required to participate in weekly scheduled collaboration meetings with grade level/team during the non-instructional time. All Friday afternoons are designated for weekly staff meetings/professional development not to exceed 90 minutes.~~

1. Instructional Day and Duty Day

~~An instructional day in a distance learning model is a day in which all pupils are scheduled for the length of the day that meets the minimum requirements for instructional minutes.~~

- a. Instructional Minutes: All certificated members who provide direct instruction to students (classroom and VAPA/PE teachers, RSP, SLP, VI, APE, OM) shall be responsible for instructional minutes. For the 2020–2021 school year, the minimum school day shall include instructional minutes as follows:
 - i. preschool/TK instructional minutes shall be consistent with state regulations;

- ii. 180 instructional minutes (3 hours) in kindergarten;
 - iii. 230 instructional minutes (3 hours 50 minutes) in grades 1 to 3, inclusive;
 - iv. 240 instructional minutes (4 hours) in grades 4 to 8, inclusive.
- b. Academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level. ~~Daily lessons, assessments, and instructional methodologies used shall be at the discretion of the teacher.~~ **However, while some students are working independently (asynchronously), the unit member is expected to continue with live student interaction (synchronous).** Daily lessons, assessments, and instructional methodologies used shall be at the discretion of the teacher, provided that they meet all distance learning and instructional minute requirements. The time value, as determined by the classroom teachers and/or support personnel, of all services and instruction provided shall count towards instructional minutes (EC Section 43502).
- c. All services and instruction provided by classroom and VAPA/PE teachers, Innovation Station and Living Coast Discovery Center, RSP, SLP, VI, APE, OM shall count towards instructional minutes.
- i. Each school site, with input from service providers, VAPA, and classroom teachers, shall develop a schedule to facilitate the coordination of services, teaching, and meetings. This schedule shall be provided to all site unit members.
- d. Unit members are expected to be on duty and available during their normal contractual work hours and work days. The remainder of the work day will be dedicated to additional instruction, **parent communication and checking in with individual students,** progress monitoring, email, student assessment, preparation, record keeping, IEP case management and meetings, and/or collaboration **unless otherwise outlined in Article 8 Hours. In accordance with Article 8.2, teachers will have thirty (30) minutes of daily preparation and an additional thirty (30) minutes, for a total of sixty (60) minutes preparation time to be used at the unit member's discretion. To the extent possible,** professional development and/or staff meetings shall occur on Friday afternoons during normal contract hours not to exceed 90 minutes and will adhere to Articles 8.13 and 8.14. ~~as per Article 8.14 unless otherwise outlined within this MOU.~~ Additionally, ~~the parties shall meet to negotiate a new collaboration agreement.~~
- e. To provide students and parents with consistency and to avoid conflicts, teachers and service providers shall establish and maintain an instructional schedule. that includes daily start time, breaks, lunch time, and end time.

- i. When possible, Unit members shall provide advance notification to students and parents if a change to the schedule is necessary.
- ii. ~~Unit members shall develop and post a daily class schedule accessible to parents and administration, that includes, but is not limited to synchronous (live interaction— one on one, small and/or whole group), and asynchronous (independent work) instructional time.~~
- iii. ~~A minimum of 4 hours per week shall be scheduled for office hours. Office hours shall be designated for parent communication and checking in with individual students.~~

2. Distance Learning

- a. Unit members shall prepare and deliver district or site provided curriculum. Instruction shall include content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. The parties agree that typically work shall occur within the normal duty day. However, unit members shall have reasonable scheduling flexibility to meet the needs of their students and families as approved by administration.
 - i. ~~Challenging assignments equivalent to in-person classes as determined by students' instructional level.~~
 - ii. ~~Independent/homework assignments shall be at independent level or for the purpose of practicing already taught material.~~
- b. ~~The District~~ District shall support unit members with shall ~~provide~~ ing academic and other supports in distance learning that are designed to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with exceptional needs, students in foster care or experiencing homelessness, and students requiring mental health supports.
 - i. Unit members shall prepare for and deliver designated and integrated instruction in English language development for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning.
 - ii. Unit members shall adapted lessons for English language learners, special education students, homeless, and foster youth and any other underperforming students to ensure rigorous academic growth.

- c. The parties recognize the unique challenges of teaching and learning for the 2020-2021 school year and agree that monitoring student progress to mitigate learning loss is essential. Therefore, student assessments shall be administered at the beginning, mid, and end of year of the school year, along with State required testing and Local Measures. **The parties agree to limit the number of district required standardized assessments. District assessments will be used for placement and/or formative purposes only unless required by state mandate.**
- d. **In accordance with SB 98,** Teachers will be expected to take daily student attendance and notify the administration as soon as practicable if there are concerns with attendance, participation and/or connectivity issues. A student who does not participate in distance learning when assigned to do so shall be documented as absent by the distance learning teacher.
- i. Evidence of daily student participation in distance learning shall **may** be obtained using:
 1. evidence of participation in online activities and live interaction;
 2. completion of regular assignments and/or assessments;
 3. **Contacts between employees of the District and students or parents or guardians.**
 - ii. **Unit members shall ensure that a weekly engagement record is completed for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments. ?**
 - iii. The District shall develop written procedures for tiered reengagement strategies for all students who are absent from distance learning for more than three school days or 60% of the instructional days in a school week. These procedures shall require school site administrators, **unit members and/** or classified staff to make contact with the student's parents or guardians pursuant to the requirements of Education Code Sections 43504(f).
- e. **The District shall revise, through Consultation, any relevant acceptable use policies to include provisions for remote learning and distribute to members, students, and parents/guardians.** This agreement **shall abide by include** the privacy rights of students and staff while participating in distance learning. Any recording of live/synchronous virtual instruction is required to have the consent of both the unit member and the principal. **The Association reserves the right to negotiate applicable impacts and effects of the acceptable use policy.**
- f. **Unit members shall not be disciplined for inappropriate behavior of other people in their own household or students while they are engaged in Distance Learning, unless the behavior**

becomes habitual and the unit member does not take steps to address the District's concerns.

Unit members will ~~strive to~~ uphold the standards of the teaching profession while conducting online opportunities or participating in professional development.

3. Special Education

- a. Special education, related services, and any other services required by a pupil's individualized education program pursuant to SB 98 and AB 77, Section 56341, including the requirements of subparagraph (A) of paragraph (9) of subdivision (a) of Section 56345, are provided with accommodations necessary to ensure that individualized education program can be executed in a distance learning environment.
- b. Special Education teachers will accommodate and/or adapt lessons to meet the needs of students' IEPs.
 - i. RSP, SLP, VI, OM, APE teachers shall be given access to a caseload roster on Microsoft Teams for each school they are assigned in order to provide services.
 - ii. Service providers will provide distance learning activities to meet student IEP service minutes ~~where possible~~. **IEPs may be amended in compliance with applicable statute, as needed, to adapt to a Distance Learning service model.**
 - iii. Service providers of students with disabilities will ~~make a reasonable effort to~~ communicate with classroom teachers, students and/or the parent/guardian as appropriate.
 - iv. The District and CVE shall continue to consult and, where appropriate, negotiate impacts and effects to ~~insure~~ ensure compliance with IDEA and FAPE.
 - v. Service providers will maintain service minute logs.

4. Classroom Access/Materials/Supplies

- a. ~~While the District is operating in a Distance Learning model, U~~ unit members shall not be directed or required to report to their worksite, ~~with the exception of Individuals with Disabilities Education Act (IDEA mandates)~~. **while the worksite is closed per public health orders.** Unit members shall be given the opportunity to retrieve supplies and/or equipment from their classroom/workspace to help facilitate distance learning. If unit members choose to utilize their physical classroom space or other worksite resources, site administration must be notified and approve the visit to maintain all safety guidelines and protocols ~~must be followed~~.

- i. For the safety of all school staff, only district/school employees, necessary contractors, and children attending childcare programs shall be allowed on campus during school closures.
 - ii. ~~Childcare shall only be in rooms that are vacant or not occupied by a teacher conducting instruction.~~ Only rooms not assigned to a class shall be used for childcare.
 - iii. Relevant District Policy and County Public Health orders shall be provided during the Professional Development prior to the start of the in-person school year. As school-related safety guidelines and public health orders change, employees shall be notified as soon as practicable immediately through district email and postings on the campus.
 - iv. ~~In the event a unit member voluntarily reports to a District worksite, they shall be responsible for following District protocols, and State and local public health recommendations, including but not limited to, maintaining 6 ft. physical distancing between themselves and other individuals and wearing a face covering.~~ Unit members shall have access to ~~all~~ appropriate cleaning supplies and instructions for their use, in all common areas and teacher workspaces.
- b. ~~The District shall provide~~ Unit members working remotely, may access from their worksites all supplies, materials, apparatus, and equipment reasonably necessary to perform their jobs. These items may include ~~but not limited to~~ technology, laptop computers, display boards, headphones, and any other items normally provided during in-person learning.
- i. ~~To address~~ Any out of pocket costs related to technology expenses and educational supports necessary to deliver distance learning, must be pre-approved by site administrator if reimbursement is expected. ~~†The District shall provide a stipend of \$100 per month to all unit members for the duration of distance learning. the COVID-19 pandemic.~~
- c. Unit members shall not be liable for damage to District equipment except for excessive wear and tear and/or damage due to negligence, lost and stolen District property.
 - d. The District/school shall provide and distribute appropriate instructional materials and supplies to students in order to facilitate Distance Learning in accordance with safety guidelines.
 - i. The District shall utilize state and federal funding to provide ensure each child has a school-issued device that is compatible with all features of the district-approved platforms and programs. A hotspot shall be provided to each household as needed.

- ii. ~~The District shall create a process for unit members to order appropriate instructional materials and supplies.~~

5. Technology

- a. The District/school site shall provide unit members technical support upon request ~~via virtual tools~~. This may include access to technical support personnel, helplines, and other technical support from District staff and/or vendors, as well as instruction on distance learning platforms and instructional materials.
 - i. Unit members experiencing technical difficulties will contact tech support as soon possible. Issues that are not immediately resolved will be reported to the site administrator to minimize disruptions to distance learning.
- b. The district-provided common platform is Microsoft Office 365 Suite. ~~The District shall, through Consultation, expand approved platforms and ensure equitable access for all unit members and students.~~ **Unit members may also use additional learning applications and platforms including but not limited to Zoom, Class Dojo, SeeSaw, and Google Classroom.**
- c. The District technology help line will be available to provide support and assistance **for hardware issues as well as Microsoft Office 365 Suite and applications contained within.**
- d. The District shall provide helplines, training, and parent support for technology and platform utilization in order to alleviate the workload of unit members.
- e. Unit member shall work collaboratively with the site administrator to ensure access for all pupils students to connectivity and devices adequate to participate in the educational program and complete assigned work.

6. Professional Development

- a. ~~Prior to the start of the school year,~~ The District shall survey unit members in regards to **ongoing** professional development needs. The District **and /school site** shall continue to solicit and respond to member feedback in regards to the needs and quality of provided professional development content. **Professional development shall take place virtually throughout the implementation of distance learning. CVE shall provide input on the training provided via Consultation.**

- i. **The district will provide professional development to support Distance Learning that staff may participate in. Trainings shall include usage of Microsoft Teams, as well as utilizing the online components of district curriculum and programs.**
- b. Half the total time of the first three student-free duty days will be used for individual preparation for distance learning. **The majority of the remaining time shall be used for professional development focusing on Distance Learning, including time to access online opportunities. Topics to be included are as follows:**
 - i. **Quality Online Learning Utilization of Microsoft Office 365 Suite Features and Applications**
 - ii. **Designing Quality Lessons for Distance Learning**
 - iii. **Modified Pacing Guides and Curriculum Maps**
 - iv. **Implementation of IEP Services in Online Learning Setting**
- c. **During the week of August 31, educators will not be required to provide more than 120 mins of synchronous instruction/services per workday which will focus on SEL, relationship building, routines and procedures for distance learning, and placement/formative assessments. Remaining instructional minutes shall be asynchronous for students. The remainder of workdays during that week shall be reserved for training exclusively in support of distance learning. Topics to be included are as follows:**
 - i. **Utilizing District-Adopted Curriculums in a Distance Learning Model**
 - ii. **How to use Learning Management Systems and platforms**
 - iii. **Professional Development Specific to Job Assignment (Nurses, Counselors, VAPA, SLP, Early Childhood, Dual Immersion)**
- d. ~~During the week of August 31,~~ **The District shall provide to students and families the opportunity to participate in a series of online learning modules that will serve as an orientation for the new school year, which may include, but is not limited to:**
 - 1. **Health and Safety Requirements Best Practices**
 - 2. **Technology Support**
 - 3. **Social and Emotional Learning including Culturally Responsive Practices**
 - 4. **Family Resources**
- e. ~~Unit members shall receive professional development on the use of technology and the delivery of instruction via distance learning. Professional development shall be relevant to the specific needs of the District. Professional development shall take place virtually prior to, and~~

throughout, the implementation of distance learning. CVE shall provide input on the training provided via Consultation.

- ~~i. The district will provide professional development to support Distance Learning that staff may participate in. Trainings shall include usage of Microsoft Teams and other district-approved platforms, as well as utilizing the online components of district curriculum and programs.~~
- f. **The Association and the District share a commitment to establishing Culturally-Responsive Sustaining Practices and an Ethnic Studies program. As such, the District shall conduct an Equity Audit to determine current needs and shall share results of the audit with the Association no later than _____ . Through Consultation, †The District, in collaboration with the MTSS committee, shall establish a plan to continue to develop and provide all unit members professional development focused on Social, Emotional Learning, ~~which may include~~ PBIS and Restorative Justice Practices.**
 - i. **The District/school site shall begin to provide professional development and resources around social justice issues** ~~Culturally-Responsive Sustaining Practices and Ethnic Studies to be implemented~~ **no later than October 9th.**
- g. Information regarding training opportunities shall be communicated with all unit members via email and the District internal website.
- h. Professional Development and training shall be accessible to all unit members, ~~inclusive of~~ substitutes.
- i. Professional development shall also include training for special education service providers and classroom teachers on the implementation of IEP services in a distance learning setting.
- j. **The parties shall follow the Collaboration MOU dated August 14, 2019. During VAPA provided grade-level collaboration, †unit members will have planning time to engage with one another to calibrate offerings for students, exchange effective practices, and/or adjust approaches to ensure quality instruction. Collaboration shall adhere to the**
- k. Staff may access other relevant professional development opportunities of their choice.

7. VAPA/PE/~~Teachers on Special Assignment~~

- a. **VAPA/PE teachers shall be given access to a schoolwide roster on Microsoft Teams for each school they are assigned in order to manage their own channels to reach students directly.**

- b. VAPA/PE teachers shall provide appropriate standards-based lessons, activities, and/or other support to students which is consistent with regular assignments and job descriptions and in accordance with AB-77.

8. Teachers on Special Assignment

- a. Unit members who do not have a class roster (~~VAPA/PE~~, resource teachers, Innovation Station and Living Coast) shall provide support to students and classroom teachers which may include providing lessons and/or units of study, activities, virtual field trips or other support which is consistent with regular assignments and job descriptions.

9. Nurses

- a. ~~As a healthcare professional, school nurses are specialists in public health. The school nurse leads healthcare in schools and practices in a holistic manner to address the needs of students.~~ The District/school site shall utilize school nurse expertise in communicable disease mitigation, preparedness and response.
- b. School nurses will assist in the preparation and facilitation of District/school site professional development in regards to health and safety concerns.
- c. School nurses will assist in the monitoring of student safety and wellness in the distance learning model for their school site(s). This will include assisting families with connections to local health and wellness resources.
- d. Nurses shall participate in contact tracing and tracking. The District shall provide access to contact tracing and tracking training to School Nurses in coordination with the San Diego County Dept of Public Health or other agencies as appropriate.
- e. School nurses shall review records of students with chronic conditions who may need 504 accommodations, individualized healthcare plans, or emergency care plans for the coming year.

10. Compensation

- a. While working under the current distance learning model, bargaining unit members shall continue to receive their full compensation and benefits. Unit members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement if services are rendered.

11. ~~Substitutes~~

- a. ~~A core group of designated substitutes shall be trained by the District on the provision of distance learning services.~~
- b. ~~The District shall provide long-term substitutes distance learning training and access to related online professional development.~~
- c. ~~In the event a teacher is unable to conduct synchronous or asynchronous instruction due to an absence, the District shall provide a substitute.~~

12. Evaluation

- a. ~~Although~~ The parties agree the context of the 2020-2021 school year is extraordinary, and the pedagogy and methodology of teaching and learning is undergoing rapid change. **As such, evaluations of teaching and learning should reflect a growth mindset model. for u** ~~Unit members shall be evaluated in accordance with Article 35 of the **Collective Bargaining Agreement (CBA) and Ed Code 44664.** Administrators may observe will have access to online and/or recorded lessons and may provide on-going feedback, and no unit member should receive less than a satisfactory evaluation based on teaching performance during distance learning. The Parties agree to discuss further considerations regarding the evaluation process in the distance learning setting at a later, mutually determined, date.~~ **In order to allow time for bargaining unit members and administrators to adjust to the realities of teaching and learning in distance learning, during the first six weeks of the 2020-2021 school year, observations and/or visitations shall not be included in the unit member's summary evaluation. This does not limit the District's ability to otherwise conduct informal observations and visitations during this period for the purpose of providing the unit member with non-evaluative feedback. All unit members have the right to be evaluated using the Alternative Evaluation in Article 35.7 of the collective bargaining agreement.**

13. Duration

- a. ~~All components of the current Collective Bargaining Agreement between the CVE and District not addressed by the terms of this agreement shall remain in full effect.~~ The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.
- b. ~~However,~~ During the course of the COVID-19 Pandemic, the parties shall continue to meet and confer as needed regarding subjects within the mandatory scope of bargaining as well as others subject to consultation including safety, leaves, and others, as well as those subject to consultation.

- c. This Memorandum of Understanding resolves known negotiable effects of Distance Learning due to the COVID-19 pandemic. The Parties reserve the right to negotiate any additional impacts based on new guidance, directives from any state or federal agency or should new circumstances arise.
- d. This MOU shall not be precedent setting nor form any basis for a past practice. It is agreed and understood that this agreement is subject to CVE review and the approval of the Board of Education.
- e. This MOU shall expire on June 30, 2021.

Given the fast-changing nature of this pandemic, CVE reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations.

~~It is agreed and understood that this agreement is subject to the approval of CVE and the CVESD Governing Board:~~

For the Association

For the District