

CVE 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, 2020

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. Daily live interaction with certificated employees and peers will be provided for purposes of instruction, progress monitoring, and maintaining school connectedness. 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.

1. Instructional Day

- a. Instructional Minutes: 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 in kindergarten;
 - iii. 230 instructional minutes in grades 1 to 3, inclusive;
 - iv. 240 instructional minutes 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.
- 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 coordination of services and teaching. This schedule shall be provided to all site unit members.
- d. The remainder of the workday will be dedicated to additional instruction, progress monitoring, email, student assessment, preparation, record keeping, IEP case management and meetings, and/or collaboration unless otherwise outlined in Article 8 Hours. Professional development and staff meetings shall occur on Friday afternoons during normal contract hours as per Article 8.14 unless otherwise outlined within this MOU. Additionally, the parties shall meet to negotiate a new collaboration agreement.

2. Distance Learning

- a. 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.
- b. The District shall provide 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.
- c. The parties recognize the unique challenges of teaching and learning for the 2020-2021 school year and 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. 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 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. 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 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 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. 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 Section 56341, including the requirements of subparagraph (A) of paragraph (9) of subdivision (a) of Section 56345, 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.
 - 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 compliance with IDEA and FAPE.
 - v. Service providers will maintain service minute logs.

4. Classroom Access/Materials/Supplies

- a. Unit members shall not be directed or required to report to their worksite while the worksite is closed. 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 all safety guidelines and protocols must be followed.

- i. For the safety of all school staff, only 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 school year. As guidelines and orders change, employees shall be notified immediately through district email and postings on the campus.
 - iv. Unit members shall have access to all appropriate cleaning supplies in all common areas and teacher workspaces.
 - v. The Association reserves the right to further negotiate safety protocols and procedures regarding in-person access to work sites.
- b. The District shall provide unit members working remotely all supplies, materials, apparatus, and equipment reasonably necessary to perform their jobs, including but not limited to technology, laptop computers, display boards, headphones, and any other items normally provided during in-person learning.
 - i. To address out of pocket costs related to technology expenses and educational supports necessary to deliver distance learning, the District shall provide a stipend of \$100 per month to all unit members for the duration of the COVID-19 pandemic.
- c. Unit members shall not be liable for damage to District equipment.
- d. The District shall provide and distribute appropriate instructional materials and supplies to students in order to facilitate Distance Learning.
 - i. The District shall utilize state and federal funding to provide each child 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 shall provide unit members technical support 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 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.
- d. The District shall provide helplines, training, and parent support for technology and platform utilization in order to alleviate the workload of unit members.

6. Professional Development

- a. Prior to the start of the school year, the District shall survey unit members in regards to professional development needs. The District shall continue to solicit and respond to member feedback in regards to the needs and quality of provided professional development content.
- 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
 - ii. Designing 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 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:
 - i. Health and Safety Requirements
 - ii. Technology Support
 - iii. Social and Emotional Learning including Culturally Responsive Practices
 - iv. 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 Teams and other district-approved platforms, as well as utilizing the online components of district curriculum and programs.
- f. Through Consultation, the District shall establish a plan to provide all unit members professional development focused on Social, Emotional Learning and Restorative Justice Practices and 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. 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.
- k. Staff may access other relevant professional development opportunities of their choice.

7. VAPA/PE

- 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 (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 shall utilize school nurse expertise in communicable disease mitigation, preparedness and response.
- b. School nurses will assist in the preparation and facilitation of District 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. 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.

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. 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 model for unit members, 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.

13. 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.

- a. 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.

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