

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

August 13, 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.

Definitions:

- Distance Learning: Defined as 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: Defined as interaction with certificated employees and students (opportunities for student to student connections) 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.
- Synchronous learning: Defined as online instruction that takes place in real time (live) with the classroom teacher and a student or students, including direct and live instruction to students through

video conferencing, telecommunications, live interactive chats and discussion forums, whole or small-group instruction, 1:1 conferring, assessing and/or instruction, daily live interaction, and interactive class meetings/restorative circles.

- Asynchronous learning: Defined as instruction or learning that does not occur in real time (live), including self-guided instructional lessons/activities/modules, pre-recorded lessons, discussion forums and online collaboration/chats that do not happen live, other independent work.

Unit Member Expectations for Distance Learning:

- While engaging in the distance learning model, unit members shall be responsible for 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.
- 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 student's academic progress.
 - Recognizing learning loss for students may be exacerbated during the pandemic, unit members shall strive to engage, support, and communicate more frequently with parents and guardians of those students who show evidence of significant learning loss.

1. Instructional Day and Duty Day

In accordance with AB 77 43504 c, an instructional day in a distance learning model is a day in which all students are scheduled for the length of the day that meets the minimum requirements for instructional minutes. The teacher's duty day (start and end time) will remain consistent with the site's current daily schedule.

- 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. 180 instructional minutes (3 hours) in preschool/TK/kindergarten;
 - ii. 230 instructional minutes (3 hours 50 minutes) in grades 1 to 3, inclusive;

- iii. 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, provided that they meet all distance learning, instructional minute requirements, and District/school wide instructional foci. During the scheduled instructional minutes, the unit member shall engage in daily live interaction and synchronous instruction.
- 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 workdays. Contractual time beyond the required instructional minutes 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, voluntary professional development, 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. Professional development and/or staff meetings shall occur on Friday afternoons during normal contract hours not to exceed 90 minutes, except for the Friday before and during Parent/Teacher Conferences and the Friday before report cards are due. In addition, one hour and a half every other week should be reserved for grade level/team collaboration.
- e. To provide students and parents with consistency and to avoid conflicts, teachers and service providers shall establish, maintain, and keep posted an instructional schedule for students, parents and administration.
 - i. When possible, unit members shall provide advance notification to students and parents if a change to the schedule is necessary.

2. Distance Learning

- a. Unit members shall prepare and deliver district or site provided curriculum instruction 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.
- b. The District shall support unit members with providing 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 adapt 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, the parties agree to limit the number of district required standardized assessments. District assessments shall be limited to iReady Math and Achieve 3000 Level Set and shall be administered only at the beginning, mid, and end-of-year of the school year, along with State required testing. Members will utilize assessments primarily for placement and/or formative purposes.
- 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 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. In accordance with AB 77 unit members shall be responsible for daily attendance via TAC and maintaining a weekly engagement record of daily student participation.
 - 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 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 agrees to consult with CVE regarding relevant acceptable use policies for remote learning. A revised Student Internet Use Guidelines/Agreement shall be distributed to members, students, and parents/guardians. 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 or egregious and the unit member does not take steps to address the District's concerns. Unit members will 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.
 - iii. Service providers of students with disabilities will 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 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, unit members shall not be directed or required to report to their worksite. Unit members conducting special education IEP assessments have the option of conducting in person, individual assessments if the appropriate safety measures are in place. 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.
 - 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. To the best of the District's/school site's ability, childcare shall only be in rooms that are vacant or not occupied by a teacher conducting instruction. In the event that childcare occupies a classroom, the impacted unit member must be given advance notice and the opportunity to secure belongings in the classroom.

- iii. As school-related safety guidelines and public health orders change, employees shall be notified as soon as practicable through district email and postings on the campus.
 - iv. Unit members shall have access to appropriate cleaning supplies and instructions for their use, in all common areas and teacher workspaces.
- b. 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 technology, laptop computers, display boards, headphones, and any other items normally provided during in-person learning.
- i. Any out of pocket costs related to technology expenses and educational supports necessary to deliver distance learning, must be approved by the site administrator if reimbursement is expected.
- c. Unit members shall not be liable for loss or damage to District equipment except for loss or damage due to negligence.
- 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 ensure each child has a device that is compatible with all features of the district-approved platforms and programs. A hotspot shall be provided to each household as needed.

5. Technology

- a. The District/school site shall provide unit members technical support upon request. 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. School sites and unit members may also use additional learning applications and platforms to meet the needs of students and families.

- 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 district single sign-on 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 students to connectivity and devices adequate to participate in the educational program and complete assigned work.

6. Professional Development

- a. 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. On Tuesday, August 25, the district will provide one full day of professional development on distance learning, reviewing the Distance Learning Playbook. Unit members will be paid their per diem rate.
 - ii. The district will provide ongoing 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 remaining time shall be used for synchronous or asynchronous professional development and/or staff meetings. Topics will include, but are not limited to:
 - i. Quality Online Learning Utilization of Microsoft Office 365 Suite Features and Applications
 - ii. iReady training

- 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 synchronous and asynchronous professional development in support of distance learning based on the needs of the site. Topics to be included, but not limited to, are as follows:
 - i. Designing Quality Lessons for Distance Learning
 - ii. Pacing Guides, Curriculum Maps, and Key Standards
 - iii. Implementation of IEP Services in Online Learning Setting
- d. 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. Through Consultation, the District, in collaboration with the MTSS committee, shall continue to develop and provide all unit members professional development focused on Social, Emotional Learning, 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 31st.
- e. Information regarding training opportunities shall be communicated with all unit members via email and the District internal website.
- f. Professional Development and training shall be accessible to all unit members.
- g. 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.
- h. Staff may access other relevant professional development opportunities of their choice.

7. VAPA/PE

- a. 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. During VAPA/PE lessons, classroom teachers will have additional preparation and planning time.

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. The District/school site shall utilize school nurse expertise in communicable disease mitigation, preparedness and response. Nurses shall provide periodic online lessons, either live or recorded, for students regarding the importance of safety health procedures and social distancing during this distance learning period.
- 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.

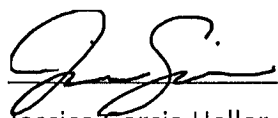
11. Evaluation

- 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 mindset. Unit members shall be evaluated in accordance with Article 35 of the Collective Bargaining Agreement (CBA) and Ed Code 44664. 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. E-1s for temporary or probationary teachers will occur; however, any distance learning concerns noted in the E-1 which occurred during the first six weeks shall not be included in any 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.

12. Duration

- a. 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. 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.
- 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.



8/14/2020

Jessica Garcia Heller

For the Association



8/14/20

Jeffrey J. Thiel

For the District