MEMORANDUM OF UNDERSTANDING

between

Chula Vista Educators (CVE)

and

Chula Vista Elementary School District (CVESD)
Regarding Summer Learning Camp and Recovery Intersession 2020

July 14, 2020

This Memorandum of Understanding is agreed between Chula Vista Elementary School District ("District") and the Chula Vista Educators ("CVE"), collectively referred to hereinafter as "the parties", concerning summer work opportunities in both Summer Learning Camp and Recovery Intersession. This is optional extra work that is outside the regular contracted work year and offered for the 2020 summer only.

The parties agree to the terms and conditions outlined in the current collective bargaining agreement unless otherwise noted herein.

COMPENSATION

Unit members willing to participate in this optional, extra summer work opportunity shall be paid at the rate of pay outlined in the 2020-2021 Salary Schedule Appendix F-3 Summer School and Extended Year Teachers' Salary Schedule for a total of forty-eight (48) hours that shall include the following:

- Four (4) hours per day for ten (10) days of service; 40.
- Two (2) hours of professional development on August 3 or 4, 2020;
- Six (6) hours of pay for planning and preparation, which may occur offsite at the teacher's discretion.

CLASS SIZE

Class size during summer programs shall be capped at 10 students per teacher.

DISTANCE LEARNING

a. The Summer Learning Camp and Recovery Intersession will be run in accordance with AB-77 43503. "Distance learning" means instruction in which the student and instructor are in different locations. During the Summer Learning Camp and Recovery Intersession, 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.

- b. Unit members will provide learning opportunities and instruction for their students and/or monitoring student progress for the duration of the scheduled instructional hours (8 a.m.- 11:30 a.m, excluding a 15 minute break).
- c. 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.
- d. Academic and other supports designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
- e. 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.
- f. Teachers will be expected to take daily student attendance and notify the administration immediately if there are concerns with attendance, participation and/or connectivity issues.
- g. Unit members shall not be directed or required to report to their worksite while their worksite is closed. 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. Relevant District Policy and County Public Health orders shall be provided during the Professional Development prior to the start of summer learning programs.
 - ii. The Association reserves the right to further negotiate safety protocols and procedures regarding in-person reopening of work sites.

This Memorandum of Understanding resolves known negotiable effects of Summer Learning Camp and Recovery Intersession due to the COVID-19. The Association and CVESD reserve the right to

negotiate any additional impacts based on new guidance, directives from any state or federal agency or should new circumstances arise.

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.

This MOU shall expire on August 21, 2020.

Signature

For the CVESD

Signature

Date

7/14/2020

Date