MEMORANDUM OF UNDERSTANDING
BETWEEN
ESCONDIDO UNION HIGH SCHOOL DISTRICT (DISTRICT)
AND
ESCONDIDO SECONDARY TEACHERS ASSOCIATION (ESTA)
2020-2021 REOPENING OF SCHOOLS IN A COVID-19 ENVIRONMENT
August 6, 2020

The Escondido Union High School District (District) and the ESTA (Association or ESTA) enter this Memorandum of Understanding (MOU) regarding the reopening of schools for the 2020-2021 school year. The scope of this Phase 1 MOU is limited to the impacts and effects of reopening schools in a distance learning environment during the 2020-21 school year due to the COVID-19 pandemic. The parties agree to separately bargain in good faith over the impacts and effects (Phase 2) of physically reopening schools during the COVID-19 pandemic during the 20-21 school year.

Unless otherwise stipulated below, all components of the current Collective Bargaining Agreement between the ESTA and District not addressed by the terms of this MOU shall remain in full effect. The Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) California Government Codes 3540 et seq. apply and remain in effect.

The parties acknowledge that more issues, known and unknown at this time, remain to be addressed regarding the safety of students and staff as schools reopen in a distant learning environment. It is in the mutual interest of the parties to abide by the order of public health officials to prevent illness and further spread the virus. The parties recognize that schools are critical to daily life and that collaboration between local public health, education officials, and educators is the best means to determine and balance competing concerns surrounding school reopening decisions. The parties will continue to consider the guidance of the California Department of Education and the San Diego County Public Health Department and other governmental entities related to pandemic health and safety matters.

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

The Parties acknowledge that in accordance with public health guidelines that staff and students may need to self-quarantine, become quarantined, and/or the District may need to close a learning cohort or close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year. Both Parties agree that Health and Safety is a priority.
The District and Association agree to the following:

1.0 DEFINITIONS

1.01 “Distance Learning” - instruction in which the student and instructor are in different locations and students are under the general supervision of a certificated employee of the District (Ed Code 43500).

1.02 “Office Hours” - opportunity for students to meet virtually with instructor for live interaction on instruction and curriculum.

1.03 “Daily Live Interaction” – For the purpose of instruction, progress monitoring, and school connectedness, the primary mode of interaction shall include videoconferencing instruction such as but not limited to directed lessons, modeling, simulations, labs, project discussion, feedback, intervention, and enrichment support for student and in accordance with Education Code Section 43503. In the best interest of students, synchronous instruction should be a minimum of 40 minutes, or 34% of the period daily per period, except Mondays.

- Monday will include:
  - 30 minutes live instruction for TEE time, at a set time, will be sequentially (1-6) rotated weekly.
  - Periods 1-6 will be asynchronous
  - Teachers will reconcile weekly attendance on Mondays and update gradebooks (sections 3.02)

SAFETY LANGUAGE

The Parties will propose Safety Language in the physical reopening MOU.

2.0 DAYS AND HOURS

2.01 During distance instruction the District shall not increase a unit member’s workload.

2.02 Meetings during distance learning, in person meetings will not be required and shall be held virtually (including but not limited to staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, and parent meetings) unless the unit member requests an in person meeting and the district can ensure screening protocols as required by local health guidance are in place, a minimum of six (6) feet of physical distance between all employees and community members and require that all parties present will wear a face covering for the duration of the meeting and for entering/leaving the meeting.

2.03 Back-to-School Nights shall be held virtually, for the 2020-2021 school year due to current and continued anticipated restrictions on large group gatherings as of
the time of the establishment of this MOU. The Superintendent or Superintendent’s designee will determine a uniform method for conducting back-to-school night. This shall be done in accordance with current CBA language.

2.04 Bargaining Unit members who are able to uphold their professional responsibilities for distance learning as outlined in this MOU, CSTP 6.7, and the EUHSD approved job description (i.e., internet connection, daily live instruction, attendance, email responses, etc.) shall not be directed or required to report to a site in person while working under the current distance learning model. However, under the current distance learning model an individual Bargaining Unit member may access and work from their classroom/office/workspace during school hours as they deem necessary so long as proper PPE, physical distancing and other safety guidance are complied with. Principals have to be notified verbally or in writing in advance of a unit member working on campus. The unit member shall not bring other family members or visitors.

2.04.1 In the event a Bargaining Unit member enters a district worksite, they shall have temperature taken and complete the wellness questionnaire. The Bargaining Unit member shall be responsible for following state, county, and local public health recommendations. Except when working independently in their classroom/office, while on district premises, bargaining unit members shall comply with screening protocols, maintain six feet physical distancing between themselves and other individuals and be required to wear a face covering.

2.04.2 Prior to accessing and working from their classroom/ workspace, individual bargaining unit members shall complete a District provided training, during the contract day, on health and safety requirements; unit members shall sign an agreement certifying they understand and will follow the requirements set forth.

2.05 Instructional Schedules
In order to provide high quality accessible virtual learning environments for all students, Bargaining Unit Members are encouraged to record 40 minutes of video instruction per course taught and post each week for the sole purpose of student reference and instructional access and will not be used as part of teacher evaluation.

Independent Study using Edgenuity
2.05.01 Bargaining unit members assigned to teach Independent Study using Edgenuity shall have daily office hours via videoconferencing for a minimum of 60 minutes per work day. Office hours shall be used to provide student support, feedback, and clarification. And should be
conducted via video conferencing on a virtual platforms as determined by the member.

2.05.02 Bargaining unit members shall attempt to meet with each student virtually at least one time per week. Bargaining unit members shall retain documentation and verification of attempts made. If the student cannot be reached after multiple attempts, the teacher will recommend the student first to the Learning Center Lead and then to administration for further intervention.

2.05.03 Bargaining unit members shall assign grades and provide progress reports at each grading period in the semester. The district will provide reasonable means to complete progress reports and final grades using an online method that will be completed by the respective IS teacher and subsequently sent by the district.

2.05.04 On minimum days, bargaining unit members shall provide weekly 30 minute social emotional (TEE time) lessons at a set time to all their assigned Independent Study Students one time per week.

2.05.05 The Learning Center Lead and/or another Learning Center Teacher, once the lead reaches 6/5, shall receive release sections for every 35 students enrolled in IS. These release sections shall be allocated according to student enrollment as identified by the fourth week of the semester with a minimum of 3/5 assignment Learning Center Coordinator assignment in order to complete their job duties for the 2020 Fall Semester only.

2.06 Two Day Blended Model using Canvas – Virtual.

2.06.1 This model is to be used while schools are physically closed, teachers and/or students are in quarantine, and/or distance learning is in effect.

2.06.2 Bargaining Unit members shall teach virtually five days per week.

2.06.3 In order to comply with State attendance regulations while in distance learning, unit members shall take daily attendance once per assigned period and utilize the weekly engagement record to reconcile period attendance on a weekly basis. Further details are outlined in Section 3, Attendance of this MOU.

2.06.4 Bargaining unit members shall follow the bell schedule for each period assigned in terms of giving live instruction.

2.06.5 Each week, teachers shall provide a minimum of 5 hours of
instruction per class period assigned which can be a combination of synchronous and asynchronous instruction

2.06.5.1 Teachers shall make themselves available for live interaction per period, per day as listed below:

- Monday is
  - 30 minutes live instruction for TEE time at a set time, will be sequentially (1-6) rotated weekly
  - Periods 1-6 will be asynchronous
  - Teachers will reconcile weekly attendance on Mondays and update gradebooks (sections 3.02)
- Tuesday – Friday is 40 minutes or 34% at minimum per block period

2.06.5.2 The balance of the minutes for an instructional period may be used for synchronous or asynchronous instruction, at the teacher’s discretion.

2.06.5.3 On a minimum day, bargaining unit members shall follow the schedule for the day in terms of giving live instruction and/or office hours.

2.06.6 Bargaining unit members shall provide weekly 30 minute social emotional (TEE time) lessons, at a set time, and will sequentially (one through six) rotate.

2.06.7 Bargaining unit members shall assign grades and provide progress reports at each grading period in the semester.

2.06.8 On minimum days, bargaining unit members shall meet virtually for meetings with PLC teams, Department Chairs and other meetings such as IEPs, 504s, SSTs, and parent conferences as consistent with past practice and current CBA language. Meetings may be held in person if the unit member requests, and following all safety protocols.

2.07 Existing voluntary committee assignments may continue if they can be reasonably performed in a virtual setting.

2.08 Stipends and co-curricular activities shall only be paid if services are provided.

2020-2021 Academic Calendar

2.09 The Parties agree to meet to negotiate the impacts and effects of the current Board adopted 2020-2021 school year calendar as necessary.
3.0 ATTENDANCE AND STUDENT PARTICIPATION

3.01 Parties shall adhere to student participation and absenteeism requirements (Ed Code Section 43504).

3.02 In order to comply with State attendance regulations while in distance learning, unit members engaged in daily live interaction shall take daily attendance once per assigned period. All teachers shall utilize the weekly engagement record to reconcile period attendance on a weekly basis. This attendance reconciliation shall take place as part of the unit member’s weekly student engagement analysis during asynchronous instructional time. Prior to the opening of school, the district will provide training and support necessary to ease the facilitation of using the weekly engagement record for attendance reconciliation. An example of the attendance reconciliation/recording protocol is included below:

Take daily attendance for each student who attends class (Synergy):

- Teachers shall record attendance in Synergy by 3:30 pm each day.
- Synergy will automatically generate reports to monitor and use as needed for follow up.
- A daily automated call will be made to the student’s residence to report nonattendance/participation.

Take weekly attendance for all periods for each student who participates in distance learning, and/or completes assignments that were absent (Edgenuity, or Grade Guardian in Canvas, weekly engagement record) The parties agree to meet to evaluate the weekly attendance protocol in six weeks.

- A report can be run to see who has, or hasn’t, logged in.
- A report can be run that provides a graphical representation as to who is not submitting work.
- The student engagement record shall be updated each Monday by 3:30 pm for the prior week.

The parties agree to bargain the impacts and effects of the EUHSD multi-tiered system of student intervention as it pertains to student attendance accounting.

3.03 The Parties shall follow state guidelines for attendance tracking and reporting.
4.0 CONNECTIVITY AND DEVICES

4.01 The District shall provide access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work.

4.02 Unit members may have access to Jabber software for phone access.

4.03 Unit members may physically access their classroom/school site if they are in need of reliable internet access according to the guidelines previously stated in section 2.04.

4.04 Bargaining Unit members shall be held harmless for any damage to their district laptop while using responsibly. Bargaining Unit members shall not leave the laptop unattended in their car or public space where damage or theft may occur.

5.0 EVALUATIONS

5.01 Probationary and temporary unit members that are scheduled for evaluations for the 2020-2021 school year or that were not completed in the 2019-20 school year shall be evaluated in the 2020-21 school year. The evaluations will utilize the procedures as outlined in Article III:B.

5.02 Administrators shall have access to virtual classes virtual lessons, recordings (should the teacher opt to record themselves), observations, etc.)

5.03 Evaluations of all bargaining unit members from the 2019-20 school year, may be completed by October 31, 2020 by mutual agreement of the bargaining unit member and the administrator. If no agreement is reached and the evaluation was not completed in the 2019-20 school year, the permanent bargaining unit member shall be evaluated in the 2021-22 school year, and the temporary and probationary shall be evaluated in the 2020-21 school year.

5.04 Both parties understand that the 2020-2021 school year is both unique and unprecedented. A certain degree of flexibility will be necessary as both teachers and students adjust to new instructional models. Accordingly, the District reserves the right to engage in informal observations and to provide direction, feedback, and support based upon those informal observations.

5.05 Both parties acknowledge that distance learning is a challenging process. All unit members who engage in good faith actions to implement distance learning shall not be subject to any disciplinary action on any lesson planning, implementation, delivery, and or student assessment associated with flexible learning due to the unique circumstances surrounding the crisis. This shall not preclude disciplinary action for non-COVID distance learning related items, such as inappropriate behaviors or communications with students during this time.

5.06 During any online classroom setting, to the extent possible bargaining unit
members are expected to use their best efforts to manage student behavior under the same rules and standards pursuant to District and site policies, and the California Standards for the Teaching Profession during online classroom settings, including utilizing tools within the setting provided to maintain a safe learning environment. Unit members shall use their best professional efforts to ensure there are no inappropriate behaviors of second or third parties in the teacher’s classroom or household while they engage in distance learning or are participating in professional development. Unit members using their best efforts will not be disciplined for the inappropriate acts of third parties.

6.0 LEAVES

6.01 For the duration of this Phase 1 MOU, Bargaining Unit Members will have full access to the Families First Coronavirus Relief Act (FFCRA expires Dec. 31, 2020) This leave is federal paid sick time, not to be deducted from accumulated sick leave for self-care only.

For unit member self-care: A unit member shall use up to 10 days of available federal paid sick leave under the FFCRA if the member:
1) is unable to work due to government issued quarantine or isolation order related to COVID-19,
2) has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work,
3) is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work.
4) The District may request verification prior to placing a unit member on paid FFCRA leave.

For unit members to care for others: A unit member may use up to 10 days at two-thirds the employee’s regular rate of pay of available federal paid sick leave under the FFCRA if the member is unable to work due to the need to care for:
1) a minor child due to a COVID-19 related school closure,
2) an individual subject to government issued quarantine or isolation order related to COVID-19,
3) an individual who has been advised to self-quarantine by a healthcare provider related to COVID-19, or
4) an individual who is experiencing symptoms of COVID-19 and is seeking diagnosis.
5) The District may request verification prior to placing a unit member on paid FFCRA leave.
6) The unit member may opt to use their sick leave to fill the gap between two-thirds pay to their full pay.

For unit members who have taken leave under FFCRA for health reasons or otherwise used paid leave to quarantine as a result of COVID19 exposure, employee will not return from leave or enter campus without complying with
federal, state and local health requirements (i.e. testing or symptom requirements) and consistent with requirements under the CBA of providing a doctor’s note.

**Industrial Accident Leave/Worker’s Compensation**
The Parties will propose additional language in the physical reopening MOU.

**Sick Leave**

6.02 Each employee is entitled to a one (1) day’s leave of absence for illness or injury with pay for each month of contracted service and such other time as may be granted by the District yearly. Unused sick leave shall be accumulated from year to year, with such additional days as the District may allow. For the 20-21 work year only, this shall include one additional day to equal 11 total sick days for the work year.

6.03 When an employee is absent, the employee shall enter their absence in Frontline.

6.03.1 Independent Study Teachers shall not request a sub for absences less than four days. Independent Study Teachers absent for four days or more, shall request a sub from the Edgenuity trained sub pool.

6.03.2 Canvas LMS teachers shall request a sub for absences that are longer than two days from the Canvas LMS trained sub pool. Canvas LMS teachers shall provide Canvas LMS lessons to the sub for the day(s) absent and student work for each class period. Prior to the start of school, unit members shall be provided substitute lesson planning training utilizing Canvas.

6.03.3 Should a Canvas or Edgenuity trained substitute not be available, certificated staff may period sub first (including non-classroom bargaining unit members) per existing contract language and/or and administrators may sub if no bargaining unit member is available.

6.04 Bargaining Unit Members will have discretion to use their accumulated sick time for illness or personal necessity purposes, including childcare. Bargaining Unit Members will work with their site admin to take such days and continue to follow procedures for entering absences.

6.05 Any bargaining unit member who can demonstrate that, prior to the calendar change voted on by EUHSD school board on July 14th, they had already made vacation plans that cannot be cancelled, or changed, without a financial penalty from June 7, 2021 to June 18th, 2021 shall be able to use accumulated sick leave, without loss of pay, unless the accumulated sick leave balance does not cover the
duration of the vacation. The condition of prior approval and limit of 5 days shall be waived for this circumstance only.

7.0 TRANSFERS AND ASSIGNMENTS

Student enrollment in each model will determine staffing needs for the 2020-21 semester and school year.

Unit member assignments shall be semester by semester and may change based on the student enrollment in each model.

Flexibility in scheduling may necessitate staff being assigned to any position or school site based on the District need, pursuant to the transfer language in the CBA (Article X).

In the event that changes in the student enrollment necessitate involuntary transfers between the first and second semester, the district will give notice to ESTA, and ESTA will determine whether to exercise the right to consult or bargain over the mid-year transfers, as appropriate.

EUHSD and ESTA have a mutual interest in reasonably accommodating teachers who are at high risk due to COVID-19 or who have family members who reside in the household who are high risk.

7.01 If a Bargaining Unit Member requests to work remotely for the semester, the following procedures shall apply to the assignment of the remote work:

7.01.1 The District shall post and notify all bargaining unit members of remote assignment vacancies via district email to all bargaining unit members. The vacancy shall contain the title and brief description of the position, the credential requirements for the position, and a closing date which is at least five (5) calendar days following the posting date. The unit member's request for a remote assignment must be submitted via email to HR. The request may include the reasons for the bargaining unit member’s request, including that they are seeking the remote assignment because either they or someone in their household is a high risk for COVID-19. Such information shall not be utilized or perceived by the District as a request for a reasonable accommodation.

7.01.2 First priority for remote assignments shall be given to those qualified individuals who are requesting the remote assignment because they are at high risk for COVID-19 according to the CDC list of conditions for increased risk.

7.01.3 Second priority will be given to those unit members that might be at an increased risk according to the CDC list of conditions.
7.01.4 Third priority will be given to those unit members that are caring for an individual in their household that are at high risk or might be at an increased risk according to the CDC list of conditions.

7.01.5 The unit member shall provide a doctor’s note indicating a higher risk for serious illness from coronavirus for themselves or family member.

7.02 If after giving priority of assignment to these qualified individuals, there is additional remote work available, the remaining assignments shall be filled in order of through consultation with site administrators and consideration of District needs.

7.03 In the event a unit member is unable to return to in-person instruction because either they or someone in their household is high risk for COVID-19, and a remote assignment is unavailable to them, such bargaining unit member shall have access to leave as specified in the CBA or through FFCRA.

8.0 PAY AND BENEFITS
8.1 While working under any model for school opening or during a period of total emergency school closure, bargaining unit members shall continue to receive their full compensation and benefits.

8.2 Bargaining unit members who perform extracurricular duties shall continue to receive stipends and/or additional pay, as provided for under the CBA if the duties can be and are performed. Stipends and co-curricular activities will only be paid as services are provided.

8.3 Under the current distance learning model an individual bargaining unit member may access internet bandwidth and work from their classroom/office/workspace during school hours as they deem necessary. The unit member will notify and get preapproval from the site administrator at least 24 hours in advance when the unit member plans to access the campus.

9.0 TRAINING AND PROFESSIONAL DEVELOPMENT

9.1 Counselors
Currently, according to Article VIII: Salaries, 5. Miscellaneous Provisions, i.: High schools are allocated days for counselors at a rate of thirteen (13) days each per head counselor and nine (9) days each per regular counselor. The total numerical allocation for a given school, however, may be distributed among the counselors at that school at the discretion of the principal, with District approval,
and after consultation with counseling staff. Service shall be rendered either during the period immediately preceding or following the regular contract service year. Counselors shall be paid their per diem rate for said additional days (see Article V. Section A).

9.1.1 Student learning options for the fall semester of the 2020-21 school year necessitate additional time and attention to the site master schedules beyond what has taken place in prior years. As a result, all counselors will be given eight (8) additional days above and beyond the allocated days outlined in Article VIII: Salaries, 5. Miscellaneous Provisions, i. These additional work days may be distributed among the counselors at the school and shall be served during the period immediately preceding the regular contract year that begins August 19, 2020 and will conclude by the end of the third week of Fall semester 2020 (September 14, 2020). After the start of the school year, counselors will be given flexibility to work the equivalent of the extra days in hours (6 hours is equal to one day), and may choose to work the hours during non-contracted time up until the third week of Fall semester (September 14, 2020) in order to accommodate the fluid nature of the master schedule. In coordination with their site administrator, counselors may choose to access and work these extra days from home virtually, or from their school counselor’s office on the assigned school campus for the duration of this MOU only. Counselors shall be paid their per diem rate for said additional time.

9.1.2 If any of the newly proposed days conflict with previously scheduled LCAP days already allocated in the CBA, counselors will have the option to work up to 3 of their LCAP days immediately following the regular contract service year.

9.1.3 These eight (8) additional days for all counselors are for the beginning of this school year through September 14, 2020 only and are allocated for the purpose of preparation and planning for the 2020 fall semester.

9.2 All other unit members shall initially report to work on Friday, August 14, 2020 for the 2020-2021 school year.

9.2.1 The preservice work day schedule is outlined in the chart below.
9.2.2 Thursday, August 13, 2020 is a voluntary pre-service day for certificated bargaining unit members who have not received training on the Canvas LMS/Edgenuity system in the last 12 months, or any who desires additional training. Any unit members who attend will be paid at the extra hourly certificated rate of pay.

9.2.3 Unit members who were not initially trained on Canvas/Edgenuity in the last 12 months, and did not attend on Thursday, August 13, 2020, will participate in the training on their first required day on Friday, August 14, 2020.

9.2.4 Friday, August 14, 2020 is the first work day for the certificated unit members (except for counselors) that have their additional pre-service days. This work day will begin with a brief curriculum roll out not to exceed 90 minutes followed by discretionary time for the remainder of the day for teacher planning and preparation. This time period will include training in curriculum launches specific to each course providing teachers the tools necessary to continue developing and customizing courses throughout the year.

9.2.5 Monday, August 17 and Tuesday, August 18, 2020 will consist of professional learning in the morning, not to exceed three and a half (3.5) hours including breaks, followed by dedicated time in the afternoon for teacher planning and preparation.
9.2.6 The additional preservice days of August 14, 17, 18, and \( \frac{1}{2} \) of 24 will be provided for the 2020-21 school year only and be paid at the per diem rate of pay based on participation, to be paid at the end of September in accordance with payroll and timecard submission deadlines and pending attendance verification per procedures which will be communicated to unit members prior to the preservice days.

9.2.7 Wednesday, August 19, 2020, the district professional development day shall be utilized by the district for a variety of training purposes included but not limited to curriculum training, educational technology and pedagogy, collaboration, and other training as determined by administrator discretion after considering all teacher input.

9.2.8 From August 17-24, 2020, unit members have 2.5 days of discretionary preparation and planning time.

9.2.9 Monday, August 24, 2020, one-half (0.5) preparation day will be provided for unit members for the 2020-21 school year only and be paid at the per diem rate of pay, as stated in 9.2.6.

9.2.10 As part of the additional preparation days, unit members shall watch the COVID-19 Employee Training and authorize by signature that they have completed the training. This brief training (under 1 hour) shall be completed on August 19, 2020. Consistent with state, and local county public health office guidelines, all unit members shall be trained in the following areas as covered in the COVID-19 Employee Training, prior to returning to site for onsite learning including but not limited to:

- Reinforcing the importance of health and safety practices and protocols;
- Cleaning and disinfecting protocols, cleaning supplies and equipment;
- Physical distancing requirements, personal protective equipment,
- Health screening protocols and procedures;
- Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;
- Protocols on responding to individuals with a family member or someone in close contact with a student or staff member who tests positive for COVID-19;
- Protocols on responding to a student or staff member testing positive for COVID-19

9.3 The District shall provide opportunities for appropriate software and training for bargaining unit members required to perform their assignment.

9.4 The District shall provide a minimum of 48 hours’ notice to all Bargaining Unit Members of additional required training hours or days not already provided for in the CBA and as agreed to by the Association.
10.0 COUNSELORS

10.1 Counselors play a critical role in ensuring student success as they provide both academic support as well as essential social-emotional support.

10.2 Counselors may provide appointments to students for academic counseling and social emotional support. These appointments may be conducted via email, via phone, or via other tools of their choice.

10.3 The district and participating counselors shall make every effort to ensure that all confidentiality protections that are regularly in place remain in place. However, it should be understood that online interactions may not have the same guarantees of confidentiality that exist in an in-person counseling interaction.

11.0 NON-CLASSROOM BASED BARGAINING UNIT MEMBERS

11.1 Non-classroom-based bargaining unit members include, but are not limited to, nurses, counselors, TOSAs, Athletic Directors, etc.

11.2 All non-classroom-based bargaining unit members are expected to maintain their current contractual hours. They are expected to be available virtually and responsive every work day to conduct business in accordance with regular job duties and/or current practice.

12.0 SPECIAL EDUCATION

12.1 The parties agree to meet at the request of either party to address implementing guidance from the California Department of Education and/or the Federal Department of Education to provide equitable and appropriate education for our students with special needs.

12.2 Digital options to meet and collaborate on a student’s IEP can be implemented in the COVID-19 environment.

12.3 Assessments will be administered in order to comply with Federal law (IDEA 2004) and in order to gather the appropriate data to write a legally defensible assessment report to determine the appropriate area of eligibility, and to make an appropriate offer of FAPE. All other forms of assessment will be voluntary and may include informal observations. Special Ed bargaining unit members will be trained on Special Ed relevant assessment and teaching programs/apps. Informal assessments may be done online.

12.4 For annual assessments, review of records, work samples, teacher feedback, and classroom assessments are acceptable to gather the appropriate data to write a legally defensible IEP and to make an appropriate offer of FAPE.
12.5 Deaf and Hard of Hearing (DHH) Teacher, Teacher for the Visual Impaired Adaptive PE Teacher, and other similarly credentialed bargaining unit members may provide individual and/or group lessons virtually. These appointments or conversations may be conducted via email, or when appropriate, via virtual technology, as requested by the bargaining unit member. Administration will not make a request for in-person group lessons or meetings.

12.6 Special education teachers will work collaboratively with core content teachers via a virtual platform to accommodate and/or adapt lessons to meet the needs of each student’s Individualized Educational Program (IEP) and ensure that lessons and activities are appropriate as documented in the student’s IEP or 504 plan. Individual accommodations will be provided for the student.

12.7 The district and special education teachers shall make every effort to ensure that all confidentiality protections that are regularly in place remain in place. However, it should be understood that online interactions may not have the same guarantees of confidentiality that exist during in-person interaction.

**Co-teaching**

12.8 SPED teachers and General Education teachers in a co-teaching environment will be given access to training specific to collaborative instruction during the regular contract days and hours. Additionally, the district shall provide opportunities for members to voluntarily receive ongoing training throughout the year during regular contract days and hours.

12.9 SPED teachers and General Education teachers in a co-teaching environment may be given the same prep period if possible.

**Moderate/Severe**

12.10 Special Education teachers of students with moderate to severe disabilities shall provide continuity of learning through News 2 You and a variety of resources as appropriate so that students with disabilities have access to the same learning opportunities as their non-disabled peers.

12.11 Special Education teachers of students with moderate to severe disabilities shall be provided flexibility within the given bell schedule and instructional delivery model as per student IEPs and to accommodate student diverse learning, health, and behavioral needs.

**13.0 PROFESSIONAL EXPECTATIONS**

13.1 All Bargaining Unit Members are expected to be available and responsive every work day to conduct business as assigned either virtually or when on campus.
13.2 All Bargaining Unit Members shall check their emails for updates every work day and respond in a timely manner, as necessary.

13.3 Under the distance learning model (Independent Study using Edgenuity and the Canvas Classes presented virtually), all instructional Bargaining Unit members shall plan standards based instruction, including support for diverse learners, monitor student work completion and class participation, provide students with feedback, take daily attendance, and communicate with parents to discuss student progress and problems as per the High School Teacher job description and report continued non-participation to site administration for additional outreach and follow up.

13.4 Bargaining Unit Members shall have the academic freedom as they follow the Board adopted curriculum, to determine content, pacing and additional material(s) based on appropriate standards-based instruction and their understanding of diverse student need.

13.5 Bargaining Unit Members shall utilize the Canvas LMS to support and deliver daily live instruction to students and to communicate with parents and students.
- The use of Canvas does not prevent sites or educators from using their choice of web and/or communication tools such as Kahoot, Padlet, or Remind, in addition to the aforementioned LMS.
- As part of their regular instructional leadership responsibilities, administrators shall be able to view the educators’ LMS and observe online classes.

13.6 To support, encourage, and appreciate innovative teaching modalities, Bargaining Unit Members may choose to be innovative and develop activities to be delivered via a new modality. (Canvas LMS)

13.7 All instructional Bargaining Unit Members shall maintain equitable and fair feedback and grading practices to support student progress and growth. Standard based grading will remain optional for teachers should they choose.

13.8 Except for office hours and/or live interactive instruction, bargaining Unit Members shall set their schedule asynchronously within their contractual work day while in a distance learning model.

13.9 Interactive instruction shall include videoconferencing instruction and may include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and provides the bargaining unit member opportunities to provide the student encouragement and feedback.
14.0 ACCOMMODATION
The Parties will propose accommodation language in the physical reopening MOU.

15.0 ACCESS LIMITATIONS AND ASSOCIATION RIGHTS
The Parties will propose access limitation and association rights language in the physical reopening MOU.

16.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

16.1 The District and Association agree to schedule time to meet and confer during the pandemic to discuss the effectiveness of decisions made and any ongoing concerns.

16.2 The Parties will propose problem solving task force language in the physical reopening MOU.

16.3 The District shall prepare a “Learning Continuity and Attendance Plan” for the 2020-2021 school year in consultation with and reflecting meaningful input from students, staff, the Association, and parents. The District shall post a copy of the “Learning Continuity and Attendance Plan” in Board Docs for public access at least 24 hours prior to adoption of the plan by the Board of Trustees.

16.4 Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed. The Parties may amend, delete, or add to this agreement with mutual consent.

16.5 The Parties shall also reconvene in order to discuss, or if necessary, bargain the impacts and effects of, the implementation of any changes to this Agreement that may be necessitated by updated regulations from the California Department of Public Health or the California Department of Education.

16.6 Bargaining Unit Members shall not be disciplined for the behavior of their own children in their household, students, or any other situation out of their control during distance learning.

17.0 DURATION

17.1 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.

17.2 This MOU shall expire in full without precedent on June 30, 2021, unless extended by mutual written agreement of the Parties. The Parties agree that the negotiated MOU is subject to the grievance procedures in the CBA.