

**Memorandum of Understanding
Plan 3 Model
Between
Center Joint Unified School District
And
Center Unified Teachers Association
July 30, 2020**

This is a Memorandum of Understanding (MOU or Agreement) between the Center Unified School District (District) and the Center Unified Teachers Association (CUTA), collectively referred to hereinafter "the Parties" concerning the reopening of the 2020 2021 school year and implementation of full distance learning pursuant to State and Local County Public Health Orders. Negotiations regarding transitions to the Transitional Learning Model and transitions to a Full Reopen to In-Person Learning Model shall be addressed in subsequent negotiated MOUs.

I. RECITALS

1. This Agreement sets forth the 2020-2021 protocols and terms that the District and CUTA have agreed upon regarding working conditions for CUTA bargaining unit members providing Distance Learning and Services to students in due to the COVID-19 public health emergency.
2. The District and CUTA recognize the importance of maintaining safe learning opportunities and services for the benefit of the students and communities served by the District, certificated staff, and classified staff.
3. The Parties agree that providing educational opportunities and continuity of District instruction and essential services for students are important and that provisions should be made for District employees who are impacted by the pandemic.
4. The Parties agree that the State of California has determined that Educational institutions, including public K-12 schools provide essential government services for students including the provision of educational services, student meals, as well as the performance of other essential functions. As a result of this pandemic, the Parties agree that for the period of this Agreement, exigent and emergency circumstances exist.
5. California Senate Bill (SB) 98 provides statutory direction regarding the reopening of schools for "in-person" instruction, and when "distance learning" may be provided. SB 98 was impacted by the California Department of Public Health (CDPH) Covid-19 Industry Guidance, Consistent with CDPH Covid-19 Industry Guidance, on July 17, 2020, Governor Newsom announced that all schools must offer distance learning (and cannot offer "in-person" instruction"), if they are located in a county that is on the State's "COVID Watch List."
6. The Parties recognize that the transition from a traditional instructional environment to a distance learning environment presents unique challenges. The Parties acknowledge this and are committed to collaborate in meeting these challenges.

II. School Closures and Openings

1. The Parties agree that the District shall have the sole and exclusive discretion working in consultation with the State and County Health officials and in compliance with State and County Health orders to determine whether a school is closed, opened under an in-person transitional model, fully reopened to in-person instruction, or reopened after closure. Relevant metrics will be used to guide decision-making, and the District will consult with CUTA prior to announcing school closures and openings.
2. The Parties understand and agree that the Director of Personnel or designee will communicate decisions regarding changes to working conditions to CUTA, The Parties agree to negotiate any effects of decisions related to COVID-19 with CUTA as soon as practical under the then current circumstances.
3. The District shall take all applicable actions required by the State, for which the District may be eligible, in order to mitigate the loss of ADA funding related to distance learning. CUTA commits to working together with the District to support the funding of schools.
4. Emergency Closure and Reopening. The Parties agree that during the 2020-2021 school year that the following instructional models may transition from one model to another as a result of any State/County/District order:
 - a. Student instruction and services through the Plan 3 Distance Learning Model consistent with this Agreement; and
 - b. Student instruction and services through the Plan 2 Hybrid 40/60 Learning Model consistent with subsequently negotiated Agreements; and
 - c. Student instruction and services through the Plan 1 full in-person Reopen Model consistent with subsequently negotiated Agreements.

III. Definitions

1. Distance Learning (EC 43500): means instruction when the pupil and instructor are in different locations and pupils are under the general supervision of a certificated employee of the local education agency. Distance learning may include, but is not limited to, all of the following:
 - a. Interaction, instruction, and check-ins between teachers and pupils through the use of a computer or communications technology.
 - b. Video or audio instruction in which the primary mode of communication between the pupil certificated employee is online interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology.
 - c. The use of print materials incorporating assignments that are the subject of written or oral feedback.
2. Synchronous: Is when instruction and learning occur at the same time. Synchronous activities may include: live class meetings, chats, student conferences, etc. and are structured, coordinated and implemented within the school site's master schedule/regular school day.

3. Asynchronous: Is when instruction and learning do not occur at the same time. Asynchronous activities may include journal writes, assessments, collaborative student group work, etc.) may be scheduled within or outside of the school day.
4. Plan 1 - Please refer to the CJUSD Playbook for links to Public Health guidelines and protocols.
5. Plan 2 - Please refer to the CJUSD Playbook for links to Public Health guidelines and protocols.
6. Plan 3 - Please refer to the CJUSD Playbook for links to Public Health guidelines and protocols. [Link to Playbook](#)

IV. Safety and Mitigation

1. COVID-19 District Safety and Mitigation Guidelines. The Parties agree that this MOU addresses the use of distance learning in accordance with mitigation protocols as required by federal, state, and health officials in order to prevent the spread of illness arising from the coronavirus during the 2020-2021 school year, and/or for the duration of any orders from public agencies with jurisdiction over the District. Please refer to the attached CJUSD Playbook for specific guidelines. [Link to Playbook](#)
2. Personal Protective Equipment. The Parties agree that when unit members report to a District site to facilitate Distance Learning, the District shall provide District-approved applicable personal protective equipment (PPE) to ensure that the unit member maintains his or her safety. Absent a state authorized exemption, State-mandated face coverings are required when on all District sites. PPE may also include gloves, shields and masks, as is necessary and requested by staff. Physical distancing protocols shall be followed to the greatest extent possible.
3. Compliance with Safety Orders. The Parties agree that State and County safety orders and guidelines continue to adapt to the conditions of the pandemic. The District will adhere to the attached District guidelines which are based upon State and County orders, and subsequent orders and guidelines which reflect State and local public health safety orders.
[Link to Playbook](#)
[Link to District Work Guidance](#)
[District Social Distancing Protocol](#)
4. The Parties agree that to support the safety of CUTA unit members and other District staff, who may work in-person on school and District sites while delivering Distance Learning or services, the District shall provide sanitation of schools and District work sites, including restrooms, classrooms, and offices.
5. The District shall provide PPE to unit members who provide Distance Learning or services on District sites for every day that such unit members report to work on school sites.
 - a. In-lieu of using District-provided PPE, unit members may use their own PPE SO long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.

- b. The Parties agree to meet as soon as possible to negotiate any impacts and/or effects of any revisions or updates to public health and safety guidelines issued by the State and Local County.
- c. Compliance with Safety Mitigation Orders. The Parties agree that unit members shall comply with all of the safety mitigation orders from State and County Public Health
- d. COVID-19. In addition, the Parties agree that unit members shall comply with the CJUSD Playbook for Public Health guidelines and protocols.
[Link to Playbook](#)
[Link to District Work Guidance](#)
[District Social Distancing Protocol](#)
- e. CUTA and the District will work collaboratively to resolve any public health situations that may arise.

V. Leaves

1. Requests for leaves and reporting absences shall follow normal District guidelines. Employees shall email the administrator of the absence and need for sub as soon as possible. Also, employees must report the absence through the e-schools online system and mark the “No Substitute Needed” option. Employees shall be responsible for reporting the absence by completing the Informed K12 form.
2. The district shall be responsible for informing the school site of absences each school day.
3. Use of Leaves. The parties agree that Unit members who are unable to meet the expectations included in this MOU regarding distance learning, service work, and availability during contractual hours shall use any sick leave or personal necessity leave entitlement (including FFCRA emergency paid sick leave and expanded family & medical leave) that they may be eligible for consistent with law and the parties' collective bargaining agreement. The parties agree that all collectively bargained leave provisions will remain in full effect for the duration of the pandemic. Eligible unit members will also be entitled to any new COVID-19 federal and/or State leave benefits. On a case by case basis, unit members who are on an existing or scheduled approved paid leave who are able to fulfill the requirements of this MOU regarding distance learning and service may contact Human Resources to determine their eligibility to return to work.
4. Federal Families First Coronavirus Response Act (FFCRA). The Parties acknowledge that subject to subsequent legislation, the Federal Families First Coronavirus Response Act (FFCRA) includes several qualifying reasons for Leave. Please see the attached FFCRA Information Sheet and check with the Personnel Department for additional information or to apply. [Sick Leave Employee Rights Under FFCRA](#). [Employee Leaves Grid](#) Under the FFCRA, the federal Department of Labor has stated that certain employees qualify for paid sick time, at different levels of pay depending on the reasons for the COVID-19 leave, if the employee is unable to work (or unable to telework, if applicable) due to a medical diagnosis for the need for COVID-19 leave and;

- a. Is subject to a Federal, State, or local quarantine or isolation order related to COVID-19*
 - b. Has been advised by a health care provider to self-quarantine related to COVID-19*.
 - c. Is experiencing COVID-19 symptoms and is seeking a medical diagnosis; is caring for an individual subject to an order described in (i.) or self-quarantine as described in (ii.) above;
 - d. Is caring for a child whose school or place of care is closed (or childcare provider is unavailable) for reasons related to COVID-19; or
 - e. Is experiencing any other substantially similar condition specified by the . Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.
5. Documentation Issues. If a unit member believes that they are able to return to work under the Distance Learning Model, but they are unable to obtain official written medical verification that they are medically released to return to work, the unit member should contact the District's Human Resources Department. The District shall determine whether a unit member can be released to return to work.
6. Positive Test. If a District employee, who has worked in person on a District site tests positive for COVID-19, as certified in writing by a licensed health care provider or by a public health official, and if such diagnosis is shared with the District, the District will notify any District employee who may have been in contact with that person. The District will also immediately notify CUTA should such an event occur. The District shall not share the name of the District employee who tested positive for COVID-19. The Parties agree to refer to the then applicable COVID-19 District Safety and Mitigation Guidelines. [Link to Playbook](#)
[Link to District Work Guidance](#)
[District Social Distancing Protocol](#)
- In addition, the District will comply with State and County Public Health orders.
7. Coordination of Leave with FFCRA. If eligible for FFCRA leave, bargaining unit members may choose to supplement the two-thirds (2/3) pay provisions included in FFCRA with their own sick leave in order to make their pay whole. [Sick Leave Employee Rights Under FFCRA](#).
8. At the point in which in-person instruction is permitted, and the transitional model and/or full in-person model is implemented, the leaves section of this MOU shall be revisited.

[Note 1: The FFCRA qualifying reasons included in sections (a.) through and including (e.) above do not include general Shelter in Place or Shelter at Home State and County orders that exempt essential service workers including K-12 employees from such orders. For example, a Shelter at Home order alone is not sufficient for eligibility for FFCRA leave. However, an individual CUTA unit member who is placed on quarantine or specifically ordered to self-isolate because of their personal COVID-19 diagnosis, exposure, or medical vulnerability may qualify for FFCRA leave with medical verification.]

[*Note 2: For sections 3(a) and 3(b) above, the parties agree that a physician's or county public health official's documentation is required.)

VI. Creating and Sustaining a Collaborative Culture

Site Collaboration Time:

Site leadership teams may utilize up to one hour each Monday for collaboration and/or professional development. Site leadership teams should be coordinating with the staff to ensure that synchronous activities with students are not also occurring at this time.

VII. Evaluation and Supervision

Evaluation Timelines

1. The Parties agree that current collectively bargained timelines for staff evaluations shall apply for the 2020-2021 school year. [Certificated Employee Evaluation Process](#)
2. If an evaluation was in progress and all observations were completed during the 2019-2020 school year, with the remaining part of the process being the final conference and signature, that process can be completed by October 1, 2020. If an evaluation was in progress and all observations were not completed during the 2019-2020 school year, then the evaluation process will continue during the 2020-2021 school year. All probationary and temporary teachers shall be evaluated during the 2020-21 school year. Since distance learning is new to all unit members, consideration shall be given to the fact that unit members will be learning new modalities of instructional services. The intent of evaluation is to improve instruction; with that in mind, administration will provide the time and support necessary for appropriate growth.

VIII. Hours and Schedules

Distance Learning Model Hours. The Parties agree that all unit members shall report to work either remotely or on-site during the work hours specified per site schedule, unless directed otherwise. The Parties agree that consistent with SB 98, Education Code section 43501, the instructional minutes included on the attached Schedules shall be provided by unit members to all students on a daily basis.

IX. Staff Attendance & Communications

A pattern of non-attendance and/or no communication for staff is defined as: Complaints from multiple student(s)/parent(s)/administration.

1. Formal meeting with administration and the unit member to review complaint(s).
2. Work plan/written direction may be created including a requirement to work from school site.
3. Sick days or other leave may be docked.
4. After a period of three weeks of onsite digital instruction the administrator and employee will meet to reevaluate needs moving forward.

X. Distance Learning Model

Platforms

1. The Parties agree that unit members will utilize the Google Classroom platform. For the purposes of synchronous activity, unit members will use the District provided application(s) for video conferencing (currently Google Meets).
2. Student Breakout Room Supervision. The Parties agree that guidelines strategies for supervision of students in breakout online meeting rooms will be provided by the District to both staff and parents. An employee must be in all breakout rooms.
3. Digital Software/Platforms. The District will develop and implement a process for the recommendation, approval, access, and training of the best practices, digital platforms, streamlining of this process, whenever possible.
4. The Parties agree that staff may collaborate as necessary and appropriate while they are engaged in distance learning in compliance with all laws including all student privacy and confidentiality laws (FERPA/COPA). In addition, collaboration meetings by unit members will be conducted in a manner that adheres to federal, State and local orders, and guidelines. Collaboration meetings should be conducted remotely and must ensure accessibility for all team members.
5. Staff Meetings. The Parties agree that principals, or designees shall only call virtual staff meetings and/or virtual collaboration meetings. Staff meetings shall have a focus of but not be limited to, facilitating and assisting with the implementation of the distance learning model.
 - a. Staff meetings shall be calendared. It is the expectation that staff check District email during the work day. In emergency situations, a meeting may be called, but not required, with less than twenty-four (24) hour notice during the work week.
6. The District shall provide ongoing professional learning opportunities for the purposes of enhancing unit members' skills in delivering instruction through distance learning.

XI. Attendance, Grades & Communications Students

Unit members shall enter students' daily online attendance in their online classroom in Aeries gradebook. The District shall provide instructions on how to complete this task.

Teachers communicate progress and grades to parents. CUTA unit members recognize the need to communicate to parents in a timely fashion. Unit members shall use a variety of methods to ensure that parents are kept apprised of their child's progress. These methods may include but are not limited to Aeries, Google Classroom, email, and various text messaging programs. Unit members shall update grades weekly.

It is an expectation that unit members respond to student and parent communications within 24 hours during the work week, absent extenuating circumstances.

XII. Minimum Days

During implementation of the 2020-2021 school year Distance Learning Model, the Parties agree that the Minimum Days and Early dismissal days shall be paused. Individual School sites in Secondary Education will develop final exam schedules that meet the minimum daily instructional minute requirements included in SB 98.

In addition, the Parties agree that at all elementary school sites there will be no staff meetings during parent conference/report card weeks. On report card preparation days and conference

days, after the instructional minutes of the day have been delivered, the remainder of the time shall be designated for either report card preparation or parent conferences, excluding preparation time.

XIII. Adjunct Duties

The Parties agree that any and all in-person adjunct duties, committee assignments, or extra-duty positions shall be temporarily paused. During the first month of student instruction, sites shall collaboratively discuss activities that are critical to the functioning of school under the current conditions. After the first month of student instruction, the Parties agree to meet and confer regarding whether to resume some or all of these activities in a distance learning environment.

XIV. Stipends

The stipend allocation may be for activities that are essential to the functioning of the school, and not limited to student focused engagement. Site plans must be jointly agreed upon by the staff and site administration. Stipends will be allocated if applicable during Distance Learning per site administration approval. Clubs may continue to operate in a virtual setting. All stipend positions need to have a prior written agreement form completed and signed. Forms are located online in the CUTA contract. Stipends may be paid in full or prorated according to prior agreement.

XV. Substitute Procedures

The Parties agree that the District will conduct Distance Learning Model professional development for selected substitute teachers. Such teachers will be utilized in the event that a unit member is unable to provide distance learning instruction for a period longer than five (5) consecutive instructional days. The Parties agree that the District shall provide an absence reporting protocol applicable to the Distance Learning Model to ensure that there is adequate substitute coverage.

A plan will be devised regarding access to substitutes as well as the protocols and expectations for providing substitutes with daily lesson plans. The District will confer with CUTA as to the development of these plans and protocols.

Substitute for the short term (day-to-day):

Teachers will provide lesson plans to administration.

Administration will be responsible to ensure class coverage for short term, day-to-day absences. For example, if the member needs to attend a Dr. appointment. Individual certificated employees who are not currently assigned to their own classroom may be asked to cover the employees absence.

Substitutes longer than 5 consecutive days of instruction:

The teacher will provide a minimum of 5 days of lesson plans for the long term sub unless the long term leave is an emergency situation and approved by administration.

A substitute will be arranged by the administration to take over the class.

If a Center certificated teacher agrees to substitute, the compensation will be:

At the secondary level: \$50/period covered.

At the elementary level: long-term substitute rate of ~~\$243.51 per day~~ beginning on the first day of substitute instruction.

XVI. Grading Practices

The Parties agree that grading practices and policies will be those stated in the playbook.

SB 98

The Parties agree that consistent with Education Code section 43504(e), California Senate Bill (SB) 98, and all State requirements, 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. The Parties agree that if the State does not provide the template for the weekly engagement record, that the District and CUTA shall work collaboratively to provide a template and shall explore electronic means to record such weekly engagement.

The Curriculum and Instruction Committees will continue the work to develop and implement ongoing formative, benchmark, and summative assessments.

Individual or group assessment data shall not be used for the purposes of unit members' evaluations.

XVII. Meet and Confer

The Parties agree to continue to meet and confer regarding the following:

1. Balance between Synchronous and Asynchronous Instruction within the School daily schedule.
2. Time allocated for IEP/504/SST Meetings
3. All Special Education related items including efficacy, legal updates, and guidelines.
4. Special Education Positions (SLPs, Education Specialists, Adaptive P.E., Inclusion Specialists, Deaf and Hard of Hearing Specialists, and Visual Impairment Specialists).
5. Legally Mandated Activities that require in-person contact with students (i.e. Special Education assessments). When in-person legally mandated assessments are permitted consistent with County Public Health Services' guidelines, the District and CUTA will meet and confer.
6. Transition between plans:
 - a. Transitioning down from Plan 3 to plan 2, or plan 2 to plan 1, teachers will be given a minimum of two weeks advance notification in coordination with the county notification and guidelines that we are off the watchlist, and we are cleared to physically return to campus. Students on campus classes will resume on the Monday following the minimum two week notification period.
7. Transitioning up from Plan 2 to plan 3 or plan 1 to plan 2, as determined by local, county, or state officials, may be necessary immediately.

XVIII. General Terms

Alternative School Requirements

1. In the event that the State of California mandates alternative requirements for schools in response to COVID-19, the Parties agree to immediately initiate negotiation on the impacts.
2. Complete Agreement. The Parties agree that this is the complete agreement between the Parties regarding the District's response to COVID-19 and that there are no other verbal or written understandings in addition to this Agreement, dated prior to the date of this Agreement.
3. Severability. If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.
4. Interpretation. This Agreement shall not be construed against any one party, but shall be construed as if jointly prepared by both parties. Any uncertainty or ambiguity shall not be interpreted against any one party.
5. Expiration, The Parties agree that this Agreement shall expire on June 30, 2021, but may be extended by mutual written Agreement.

Signed in Agreement on July 30, 2020.

For CUTA:

Venessa Mason

Venessa Mason 07/30/2020

CUTA President

For DISTRICT:

David Grimes

David Grimes 07/30/2020

Director of Personnel