

Memorandum of Understanding
Vallejo City Unified School District
And
Vallejo Education Association

The Vallejo City Unified School District ("District") and the Vallejo Education Association ("VEA") enter this Memorandum of Understanding ("MOU") regarding distance learning related to the coronavirus ("COVID-19") pandemic.

The Parties recognize there is a need to close schools ("emergency school closure") and move to a distance learning model to allow for social distancing, as recommended by public health officials to prevent the spread of illness arising from COVID-19 during the 2019-2020 school year.

The District and VEA agree as follows:

1. Bargaining unit members shall receive their daily rate of pay and benefits for the duration of the school closure per the Governor's executive order. Bargaining unit members' compensation and benefits shall not be reduced.
2. Bargaining unit members shall not be required to report to campus for the duration of the school closure.
3. The CDC advised those in vulnerable groups, based on age, preexisting health condition, or potential exposure to the virus, to self-quarantine. No unit member shall have their sick leave deducted for absence(s) on March 16 and/or 17.
4. The District, in collaboration with VEA, agrees to make provisions for certificated staff to enable students to engage in a unique education delivery model - distance learning. This model will provide teachers with an alternative method of delivering instruction that does not require unit members to physically report to work.

Defining "Distance Learning," Assessment, and Student Expectations

5. The District and VEA recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its certificated staff. For the purpose of this MOU, "distance learning" means instruction in which the student and instructor are in different locations. Methods could include on-line instruction, take home packets (by parent request), phone calls, emails, text reminder applications, and other means of communication.
6. District and State assessments scheduled after March 16, 2020 have been suspended.
7. Distance Learning activities provided to students will include enrichment, engagement, new material, and review delivered through platforms such as Google Classroom, G Suite, and applications in ClassLink.

8. Students will be “held harmless,” and will not receive a lesser grade than their grade when District schools closed, as a result of engaging in distance learning during this unprecedented time. This aligns with the State Superintendent of Public Instructions’ (SSPI) recent statements that assessments should not be used during this time as a summative measure, but rather as a formative measure to gauge instruction and areas where students may need support. Following further guidance from the California Department of Education (CDE), SSPI, or Governor, the parties will meet again to determine additional options for grading to ensure equity.
 - a. In grades, TK-8, no grades shall be given.
 - b. In grades 9-12, the 4th quarter grade shall be no lower than the 3rd quarter grade, and students may improve their grade based on participation and/or progress made.

Preparation Time to Implement Distance Learning

9. Bargaining unit members shall be provided Monday, April 13, 2020 to prepare lessons and resources to transition to distance learning to begin on Tuesday, April 14, 2020. Up to two (2) hours may be designated for professional development and meeting with the site administrator.
10. The District shall provide all necessary equipment, internet connections, hot spots, and any other necessary equipment to deliver distance learning. Staff shall not be liable for damage to District equipment. If parents request printed materials, they will be responsible for printing and distributing printed materials to students.
11. Unit members shall be given a **\$50.00** stipend for home internet service or data for April 13 – May 13. The stipend shall continue after May 13 if internet has not been provided by the District.
12. Bargaining unit members shall receive professional development on the use of technology and the delivery of instruction via distance learning.
13. Bargaining unit members who receive preapproval to participate in training related to distance learning outside regular work hours, upon confirmed attendance, shall be paid \$40 per hour. Information regarding training opportunities shall be communicated with all bargaining unit members via email.
14. The District shall provide bargaining unit members access to District provided technical support via virtual tools. This may include access to technical support personnel, helplines, and other technical support from District vendors and/or staff, as well as instruction on distance learning platforms and instructional materials.

Communication, Collaboration, Privacy, and Security

15. Bargaining unit members shall check their District email daily during the regular work week.
16. Staff may collaborate virtually as they deem necessary and appropriate while they are engaged in distance learning. Recognizing this unique situation, the time and manner of collaboration will not be determined by District or site administration, with exception to the Professional Development as reference in #26.

17. On a weekly basis, unit members shall inform parents and students of their availability to provide support and clarification via district email and/or other virtual platforms. Unit members will make every effort to keep their availability consistent each week. Bargaining unit members shall not be required to provide personal cell phone numbers or email addresses in communications with parents or students.
18. Students will only be permitted to participate in live video/audio lessons after the District has secured parent/guardian permission for such activity and agreed to the District's acceptable use policy. No images of students should be recorded. Teachers will not be required to conduct live video over their objection, pursuant to Education Code Section 51512.

Curriculum Content and Scheduling

19. Any curriculum resources or lessons provided by the District should be considered the baseline (or a starting point for instruction during this period of distance learning). Teachers may customize the content to meet the needs of the students in their class(es). Bargaining unit members may choose to be innovative and develop activities to support and encourage their own innovative teaching modalities. Unit members shall not be evaluated on those lessons and/or instruction during this pandemic/period of distance learning.
20. Bargaining unit members will be expected to provide instruction, resources, and support to students through distance learning. The District and VEA recognize the personal challenges presented by the COVID-19 pandemic (e.g., members' own childcare concerns/needs). Due to the pandemic disrupting normal family life and recognizing that family circumstances may be different for students and their families, the following are maximum time limits students should be expected to engage with distance learning lessons each week. These maximum times include screen time, homework, reading, and other activities per grade level:
 - § TK-K: No more than 1 hour daily
 - § 1-3: No more than 2 hours daily
 - § 4-5: No more than 2.5 hours daily
 - § 6-8: No more than 30 minutes per day per class OR 2.5 hours per week per content area
 - § 9-12: No more than 30 minutes per day per class OR 3 hours per week per content areaStudents shall be encouraged to spend at least one hour of outdoor recreation time while following all social distancing requirements.
21. The daily flexible schedule for unit members shall not exceed 240 minutes. Daily flexible schedule time may include, but is not limited to, the following activities:
 - Direct service/instruction, may be synchronous (live) or asynchronous (pre-recorded)
 - Instructional support
 - Class check-in
 - Virtual office hours
 - Planning instruction and/or services
 - Co-planning amongst colleagues
 - Monitoring student activity
 - Gathering formative assessments

- Communicating with students and families
 - Sharing progress with students and families
 - Providing feedback to students
 - Collaborating with other unit members and support staff
 - Participating in professional development and staff meetings
 - Participating in IEP meetings
22. Unit members will determine the means and method of providing distance learning instruction and support based on their resources and their students' ability to access the curriculum.
23. On a weekly basis, unit members will provide activities and assignments to students. Assignments will be communicated to students and parents/guardians through Google Classroom, Parent Square, or other previously established classroom communication tool. The District is encouraging unit members to utilize Parent Square.
24. Unit members will make every reasonable effort to provide eighty (80) minutes each day of instruction, including direct instruction, pre-recorded instruction, student activities, interactive student work, small groups, support, explanations, clarifications, class check-ins (informal student check in with their teacher and other students, i.e. community circles, social emotional learning, etc.), or other student instructional support.
25. Unit members will make every reasonable effort to be available for sixty (60) minutes of office hours each day to support students and/or parents via email or other online chat platforms.
26. Unit members will make every reasonable effort to be available for ninety (90) minutes of Professional Development within the workday each Wednesday.
27. The coursework provided to students shall have the intention of promoting continuity of learning while students are not in school. This will include enrichment, intervention, and/or exposure to new material. The pace of instruction shall be at the discretion of the teacher based on the needs of one's students. The work provided will not require summative assessments or grading, but feedback shall be given to support student learning.

Special Education and Non-classroom unit members

28. The parties agree to meet and negotiate a separate MOU for Special Education and non-classroom unit members.

Compensation

29. Certificated bargaining unit members who are developing distance learning curriculum, methods, or materials for use Districtwide will be paid \$40 for the additional hours worked with prior approval.

Miscellaneous/Other Provisions

30. Unit members shall not be subject to evaluation based on lesson planning, implementation, delivery, and/or student assessment associated with distance learning due to the unique circumstances surrounding this crisis.

31. If the formal classroom observation has already taken place, the final Evaluation Report shall be issued following the contractual timeline. For unit members whose formal classroom observation did not take place, the evaluation period may be extended to the 2020-2021 school year by mutual agreement.
32. Upon the State/County/District determining schools are safe to reopen, the District shall provide at least 48-hour notice to all unit members to prepare for return to the classroom with students.
33. The first workday back to District work sites shall be a non-student day for preparation to resume in-person classes, and all District classrooms/facilities shall be cleaned/disinfected pursuant to the highest-level requirement(s) of local, state, and/or federal health authorities (and in accordance with any previously agreed to conditions between the parties) .
34. All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.

This MOU resolves the negotiable effects of distance learning for the general education program due to COVID-19. The District and/or VEA reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures in the 2019-20 school year.

This MOU shall expire in full without precedent on June 30, 2020, unless extended by mutual written agreement.

A handwritten signature in black ink, appearing to read "Sheila Haddad", written over a horizontal line.

For VEA

A handwritten signature in blue ink, appearing to read "Dis. Haddad", written over a horizontal line.

For the District

