

**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 may be a need to close campuses (“temporary suspension of in-person instruction”) 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 or other emergency during the 2020-2021 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 campus closure (“temporary suspension of in-person instruction”). Bargaining unit members’ compensation and benefits shall not be reduced during distance learning. Unit members shall work their regular 6.5 hour duty day.
2. Bargaining unit members may choose to work on campus during distance learning (“temporary suspension of in-person instruction”). Unit members may choose to work remotely (“work from home”) if they have a workspace, equipment, and access to the internet to meet the expectations outlined in this MOU. Bargaining unit members shall not be required to attend in-person meetings during a campus closure.
3. To ensure campus safety, unit members shall notify their site administrator (or follow the adopted site protocol) if they will be working on campus. If bargaining unit members need to report to campus during a campus closure, the district will implement safety protocols including social distancing, staggered scheduling, and other health and safety recommendations.
4. Unit members who are unable to work during their regular duty day, either remotely (“work from home”) or on campus, shall utilize eligible leave.

***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, phone calls, emails, text reminder applications, and other means of communication.

6. Current district assessments shall be revised to ensure that they can be administered virtually. When the Distance Learning period is completed and students return for in person instruction on campus, the assessment calendar will be revisited to ensure that appropriate transitional time is added.
7. Distance Learning activities provided to students will include essential grade level standards aligned content, using adopted curriculum, and following the revised VCUSD Planning Guides. Distance learning will be delivered through Google Classroom, G Suite, Seesaw and applications in ClassLink.
8. Grades: Students will receive standards-based progress reports and report cards according to the trimester reporting schedule or quarter schedule. In addition to grades at reporting periods, students shall receive regular feedback.

### ***Preparation Time to Implement Distance Learning***

9. Bargaining unit members shall be provided one and one-half (1 1/2) non-student workdays to prepare lessons and resources after notification of a campus closure and prior to transitioning to a distance learning program.
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 will not be receiving hot spots since they have the option to work from their classrooms. If a unit member's home technology is not adequate to deliver instruction remotely, they will need to work on campus.
12. Bargaining unit members shall receive district-wide professional development on the best practices on distance learning during the August PD days. Bargaining unit members shall receive on-going professional development on the use of technology and the best practices in instruction during distance learning.
13. Bargaining unit members who receive pre approval 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 and respond to emails from students, parents, and staff 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 outside of Wednesday collaboration meetings.
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 keep their availability consistent each week unless prior approval obtained from site administrator. Bargaining unit members shall not use personal cell phone numbers or email addresses in communications with parents or students.
18. Per AB77, 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.

### ***Curriculum Content and Scheduling***

19. Teachers will use the district-adopted curriculum. Any supplementary materials shall be aligned to grade level standards and support district wide instructional focus. Any changes to curriculum during distance learning shall be determined collaboratively between the District and VEA.
20. Bargaining unit members will be expected to provide instruction, resources, and support to students through distance learning. Students shall be provided with daily live interaction with the teacher and peers for the purpose of instruction, progress monitoring, and maintaining school connectedness.

*(Schedules shall be negotiated as part of this MOU)*

21. For the purposes of distance learning, instructional minutes shall be adjusted to meet the instructional requirements outlined in AB77 as follows:
  - (a) 180 instructional minutes in kindergarten.
  - (b) 230 instructional minutes in grades 1 to 3.
  - (c) 240 instructional minutes in grades 4 to 12.
  - (d) 180 instructional minutes for pupils in grades 11 and 12 that are also enrolled part time in classes of the California State University or the University of California for which academic credit will be provided upon satisfactory completion of enrolled courses.
22. 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. Parent Square shall be the primary tool for parent communications. Google Classroom and/or Seesaw shall be utilized for assigning work to students. New assignments shall be posted on a consistent cycle. Site administrators shall be invited to join unit members' Google Classrooms and Seesaw platforms.

23. Unit members will provide live synchronous instruction, which may include, student activities, interactive student work, small group, support, explanation, clarifications, formal and informal class check-ins (i.e. community circles to address needs for social emotional learning), and asynchronous instruction, which may include prerecorded videos of instruction, student activities, projects, and assignments, to meet the outlined instructional time by grade level in item 21.
24. Unit members will be available for office hours each day to support students and/or parents via email or other online chat platforms.
25. Unit members will attend ninety (90) minutes of Professional Development and/or collaboration as defined by the site administrator within the workday according to the established contractual schedule.

### ***Taking Student Attendance***

26. Teachers will take daily attendance for each class period.

### ***27. Special Education and Non-classroom unit members***

- 1) Special Education teachers shall participate in virtual training related to the provision of services to students with IEPs.
- 2) The parties agree to meet at the request of either party to address implementing guidance from the CDE and/or Federal Department of Education to address implementing guidance and/or directives for students with special needs.
- 3) All services provided shall be recorded in the Special Education Information System (SEIS) Service Tracker.
- 4) Special Day Class teachers will provide continuity of learning for students through the use of District provided curriculum as the primary resource and other supplementary distance learning resources, as appropriate and using parameter agreed upon in the VEA/VCUSD Distance Learning MOU.
- 5) Special Education teachers will work collaboratively with core content teachers, as appropriate and as applicable, using a virtual platform to adapt lessons to meet the needs of mainstreamed students in a digital learning environment and ensure that lessons and activities are appropriate, as documented in the student's IEP.
- 6) Resource specialists providing instruction to students using a pull-out structure will utilize curriculum that is specifically targeted towards students' IEP goals.
- 7) Related Service Providers (Speech, Adapted Physical Education, etc.) will provide services via a virtual platform and/or prepare appropriate distance learning activities that can be performed at home. All services shall be recorded in Paradigm Medical billing system, to ensure reimbursement funds, as well as the SEIS Service Tracker.\*
- 8) Virtual tools shall be used to hold any necessary IEP meetings and to meet to collaborate on a student's IEP. Virtual IEP meetings shall attempt to follow the same IEP protocols as in person meetings. Due to the nature of a virtual meeting, the following shall be put in place:
  - a. The parent/guardian and the IEP team members shall receive a PDF copy with DRAFT watermark 24 hours before the IEP team meeting. The IEP draft

without the services page shall be completed without predetermination. The IEP draft shall include copies of applicable reports, present levels of performance, and goals.

- b. There shall be a meeting notice sent to parents with a request that they sign via DocuSign or other District-provided electronic signature platform prior to the meeting.
  - c. When necessary, meeting excusals via DocuSign or other District-provided electronic signature platform.
  - d. Digital signatures shall be obtained by the case manager via DocuSign or other District-provided electronic signature platform. If the case manager is unable to obtain an electronic signature, the District shall mail a hard copy of the IEP to the parent.
- 9) Case managers shall continue to be responsible for the students on their caseload.
  - 10) Case managers will be the main contact for parents for questions regarding services and instruction.
  - 11) Case managers shall continue to be responsible for their IEP paperwork.
  - 12) The District shall provide Prior Written Notice to parents regarding changes in service minutes and shall not require case managers to complete an addendum to the IEP, unless requested by the parent.
  - 13) The District shall provide notice to parents regarding any other changes in student services during distance learning.
  - 14) IEP minutes will be adjusted to be proportional to the general education distance learning timelines. All special education service minutes shall be counted toward the student maximum time limits.

### **Counselors**

- a. Counselors will work their regular 6.5 hour work day.
- b. Counselors shall provide virtual or telephone appointments to students for academic counseling, monitoring, and guidance. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as appropriate.
- c. Counselors will provide regular outreach to students and families in coordination with other staff at the high schools (teachers, academic support providers, vice principals, etc.) to ensure that students are making academic progress, especially students that are currently failing classes or struggling socially/emotionally.
- d. On a weekly basis, counselors will inform students and families of their availability to provide counseling services via district email and other virtual platforms. Unit members will make every effort to keep their availability consistent each week.
- e. Counselors will conduct all of their regular job functions and will work with teachers to provide support for students.

### **Nurses**

- a. Nurses will work their regular 6.5 hour work day.
- b. Nurses shall contact families to follow up on the status of all students who were provided with medical care. They shall, as much as possible, provide services virtually to students with IEPs and update students' IEP goals related to nursing and self-care. Nurses will contact parents and, if necessary, coordinate with

parents and site administrator to distribute medication that was left at the school site. Nurses will continue to review and update medical plans, assist with obtaining updated HIPPA's, input services and logs into Paradigm and SEIS service tracker.

### **Teacher Leaders**

- a. The daily flexible schedule for teacher leaders shall not exceed 6.5 hours daily. Daily schedule time may include, but is not limited to, the following activities:
  - i. Provide instructional planning support to teachers
  - i. Plan PD in collaboration with the site administrator for weekly PD
  - ii. In collaboration with site administrator, develop support plans for teachers
  - iii. Coach and support teachers as needed
  - iv. Identify and share instructional resources or strategies with teachers
  - v. Identify instructional supports and differentiation strategies in district curriculum for implementation by teachers.
  - vi. Support classroom teachers in providing dedicated and integrated English Language Development utilizing district adopted ELD curriculum and high leverage instructional strategies.
  - vii. Identify needs and troubleshoot student access to district curriculum
  - viii. Serve as a resource for student and family connectivity issues before escalating support tickets to technology support if needed
  - ix. Participate in scheduled SST and IEP meetings as needed.
  - x. Participate in ongoing professional development
  - xi. Participate in regularly scheduled Teacher Leader meetings.
  - xii. Participate and/or lead site based professional development Provide daily office hours to provide ongoing support to teachers
  - xiii. Communicate through email as necessary

### **Adult Education**

For each three (3) hour adult education class assigned to a unit member, the unit member shall provide one and one-half (1 1/2) hours of virtual instruction. The remaining one and one-half (1 1/2) hours shall be utilized for office hours, preparation, and planning.

### ***Additional Compensation***

28. 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.

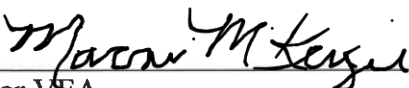
### ***Miscellaneous/Other Provisions***

29. The District shall provide trainings and tutorials for parents and guardians during distance learning. Examples of training may include accessing and participating in virtual IEP meetings, assisting students with technology and learning platforms, accessing county resources, etc.

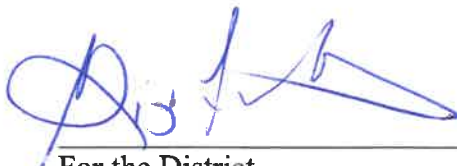
30. Unit members shall not be subject to evaluation based on anything unique to distance learning. Perceived areas for improvement related to distance learning may be documented in the Progress Report, but shall not become part of the formal evaluation.
31. The formal evaluation process may continue during distance learning only with mutual agreement between the unit member and the evaluator.
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). (We could repurpose the previously scheduled PD day or have an “asynchronous instruction day” in order to schedule this.)
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 or other emergency school or campus closure. The District and/or VEA reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures in the 2020-21 school year.

This MOU will be in place for the duration of distance learning. The parties shall continue to negotiate additional MOUs prior to implementing other stages of learning, including hybrid or in-person instruction.

  
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 For VEA

7/30/2020  
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 Date

  
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 For the District

7/30/2020  
 \_\_\_\_\_  
 Date





## Elementary Distance Learning Schedule

Time	Monday	Tuesday	Wednesday	Thursday	Friday
8:15-9:00	<b>Instructional Planning/Preparation</b> <i>Posting assignments, reviewing data, responding to email, etc.</i>				
9:00-9:30	<b>Social Emotional Learning and/or Community Circle</b>				
9:30 - 12:00	<b>Engaging w/students</b> <i>Daily live/synchronous direct instruction during this block, aligned to the hours required for each grade level (see below)</i>  <i>Should include:</i> <ul style="list-style-type: none"> <li>• Direct instruction in standards aligned content</li> <li>• Targeted small group instruction, daily ELD, 1-1 instruction as necessary                             <ul style="list-style-type: none"> <li>• Include art/PE weekly</li> </ul> </li> </ul> <i>(Build in 10 min break and appropriate transition times for staff &amp; students)</i>				
12:00-12:30	<b>Lunch</b>				
12:30-1:30	<b>Office Hours (Available for students and parents)</b>				
1:30-3:15	<b>Time for:</b> <ul style="list-style-type: none"> <li>• Lesson Development</li> <li>• Collaboration</li> <li>• Prep</li> <li>• IEPs/SSTs</li> <li>• Independent Professional Learning</li> <li>• Data Analysis</li> <li>• Posting assignments</li> <li>• Creating content</li> <li>• Responding to emails</li> </ul>		<b>Staff PD/ Collaboration)</b> (As scheduled by site admin)	<b>Time for:</b> <ul style="list-style-type: none"> <li>• Lesson Development</li> <li>• Collaboration</li> <li>• Prep</li> <li>• IEPs/SSTs</li> <li>• Independent Professional Learning</li> <li>• Data analysis</li> <li>• Posting assignments</li> <li>• Creating content</li> <li>• Responding to email</li> </ul>	

### Grades TK & K (180 min of daily instruction required)

- Students will participate in approximately three (3) hours of academic content instruction per day; 15 hours per week
  - Five (5) hours per week of live, virtual synchronous direct instruction
  - Up to five (5) hours of other forms of live synchronous instruction or instructional support, including, but not limited to 1 on 1, large group, small group, small group ELD instruction, tutoring, etc.
  - Five – six (5-6) hours per week of asynchronous instruction in the form of independent assignments in reading, writing, math, science & social

studies, web-based programming (Footsteps 2 Brilliance, Imagine Learning & Math).

- 100 minutes (1.6 hours) of Physical Education every week. (200 min every 10 days per state requirement)
- Time shall be dedicated daily to instruction related to Social Emotional Learning through live instruction.

**Grades 1-3 (230 min of daily instruction required)**

- Students will participate in approximately four (4) hours of academic content instruction per day; ~ 19 hours per week
  - Five (5) hours per week of live, virtual synchronous direct instruction
  - Up to five (5) hours of other forms of live synchronous instruction or instructional support, including, but not limited to 1 on 1, large group, small group, small group ELD instruction, tutoring, etc.
  - Nine to ten (9-10) hours per week of asynchronous instruction in the form of independent assignments in reading, writing, math, science & social studies, web-based programming (Imagine Learning & Math).
- 100 minutes (1.6 hours) of Physical Education every week. (200 min every 10 days per state requirement)
- Time shall be dedicated daily to instruction related to Social Emotional Learning through live instruction.

**Grades 4-5 (240 min of daily instruction required)**

- Students will participate in approximately four (4) hours of academic content instruction per day; ~ 20 hours per week
  - Five (5) hours per week of live, virtual synchronous instruction (whole class direct instruction)
  - Up to five (5) hours of other forms of instruction or instructional support, including, but not limited to 1 on 1, large group, small group, small group ELD instruction, tutoring, etc.
  - Ten - eleven (10-11) hours per week of asynchronous instruction in the form of independent assignments in reading, writing, math, science & social studies, web-based programming (Imagine Learning & Math).
- 100 minutes (1.6 hours) of Physical Education every week. (200 min every 10 days per state requirement)
- Time shall be dedicated daily to instruction related to Social Emotional Learning through live instruction.

**Grades 6-8 Program: Self-Contained (a minimum 240 minutes of daily instruction required)**

Students will participate in approximately four (4) hours of academic content area instruction per day; ~ 20 hours per week

- Five (5) hours per week of live, virtual synchronous direct instruction (whole class direct instruction)

- Up to five (5) hours of other forms of live instruction or instructional support, including, but not limited to 1 on 1, large group, small group, small group ELD instruction, tutoring, etc.
- Ten to eleven (10-11) hours per week of asynchronous instruction in the form of independent assignments in reading, writing, math, science & social studies, web-based programming (Imagine Learning & Math, Odysseyware).
- 100 minutes (1.6 hours) of Physical Education every week. (200 min every 10 days per state requirement)
- Time shall be dedicated daily to instruction related to Social Emotional Learning through live instruction.



## Secondary Distance Learning Schedule

Students will receive 240 minutes each day of synchronous/asynchronous instruction. At least 50% of instruction will be live/synchronous. The remainder may be asynchronous.

Monday, Tuesday, Thursday, and Friday
Period 1: 8:30-9:10 Period 2: 9:20-10:00 <i>Break - 20 minutes</i> Period 3: 10:20-11:00 <b>Office Hours:</b> <b>11:10-11:50</b>
<i>Lunch - 11:50-12:20</i>
Period 4: 12:20-1:00 Period 5: 1:10-1:50 Period 6: 2:00-2:40 <b>Office Hours 2:50-3:30</b> (80 minutes total)
<b>WEDNESDAY</b>
Period 1: 8:30-9:10 Period 2: 9:20-10:00 <i>Break - 20 minutes</i> Period 3: 10:20-11:00 Period 4: 11:10-11:50 <i>Lunch - 11:50-12:20</i> Period 5: 12:20-1:00 Period 6: 1:10-1:50 <b>Collaboration /PD</b> <b>2:00-3:30</b> (90 minutes total)

In addition to student and parent support, Office Hours may include:

- Lesson Development • Collaboration • Prep • IEPs/SSTs • Independent Professional Learning • Data analysis • Posting assignments • Creating content • Responding to email

