

DRAFT

**MEMORANDUM OF UNDERSTANDING BETWEEN
CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT AND
ASSOCIATED CHAFFEY TEACHERS**

2020-2021 REOPENING OF SCHOOLS IN A COVID-19 ENVIRONMENT

The Chaffey Joint Union High School District (District) and the Associated Chaffey Teachers (Association or ACT) enter this Memorandum of Understanding (MOU) regarding the reopening of schools for the 2020-2021 school year.

The District and Association agree to the following:

- I. Shared Interests: This MOU is based on the following shared interests of the parties:
 - a. Protect the safety of all students and staff.
 - b. Ensure the District is providing equitable access to educational resources, technology, academic support and intervention, and services for all students and families.
 - c. Ensure flexibility in the instructional schedule to allow for adjustments in the delivery of instruction to students based on mandates or recommendations from governmental entities.
 - d. Provide the highest quality instruction with the District and Association being dedicated to the Vision that *All CJUHSD students will graduate ready for college and careers.*
 - e. Provide as much consistency as possible in the instructional schedules, regardless of the degree to which education and learning occur remotely or in person.
 - f. Establish and communicate expectations of teachers, students, parents, and the District community.
 - g. Provide clarity and direction about what teaching and learning look like if/when students are not designated to be in physical attendance on a school day.
 - h. It is the intent of the District and Association to return to a pre-COVID 19 traditional instructional schedule as soon as it is permissible and safe to do so.
- II. This MOU is an addendum to the current collective bargaining agreement and addresses the matter of the instructional schedule for the District during the 2020-2021 school year, bargaining unit member expectations, hygiene and health screening expectations, as well as expectations of students. 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. The District will continue to consider the guidance of the California Department of Education and the San Bernardino County Health Department and other governmental entities related to pandemic health and safety matters. Three instructional scenarios are outlined within this MOU: a total distance learning instructional schedule, a hybrid instructional schedule, and a traditional (in-person) instructional schedule with necessary modifications as directed by the District with consideration of the State of California and/or the County of San Bernardino recommendations, orders, and/or regulations. The instructional scenarios set forth in this MOU are meant to be adaptable and flexible in accordance with the District determination of the guidelines from the State of California and/or the County of San Bernardino as well as for the needs of students and staff of the

District. Adjustments to the instructional schedule before and/or after the commencement of the 2020-2021 school year shall be determined by the District in consultation with the Association.

- III. Bargaining unit members will receive six days of professional development from August 3 to August 10, with instruction commencing on Tuesday, August 11, 2020. Bargaining unit member contractual days prior to the commencement of instruction shall consist of professional development, staff meetings, department meetings, collaboration meetings, and/or preparation time as determined by the District. The District reserves the right to adjust the commencing date of instruction either earlier or later than August 11, 2020. The current end of year dates may be adjusted to be in compliance with the California Education Code and/or mandates from the California Department of Education.

- IV. **Instructional Schedules**- This section outlines the logistics and expectations for each of the instructional schedules considered for the 2020-2021 school year.
 - a. **Distance Learning Instruction:**
 - i. Distance learning is defined by students receiving instruction from a location away from campus.
 - ii. Bargaining unit members (distance learning teachers) shall conduct class from their school site classroom or a location designated by the Superintendent or Superintendent's designee.
 - iii. Non-teacher bargaining unit members shall maintain their normal work hours each day on campus, unless otherwise determined by the Superintendent or Superintendent's designee.
 - iv. Bargaining unit members (distance learning teachers) shall remain on campus from 7:45am to 2:35pm, unless otherwise designated by the Superintendent or Superintendent's designee, for the duration of their current contractual day.
 - v. Bargaining unit members' (distance learning teachers) caseloads shall be maintained at the contractual limit with the implementation of distance learning.
 - vi. It is expected that all bargaining unit members (distance learning teachers), if contacted during regular work hours, respond that same day to site/District communication.
 - vii. School staff, department, collaboration, and leadership meetings shall occur on Mondays during the period of distance learning. When appropriate, in-person meetings shall be held as permitted by local and state recommendations. If social distancing and state and local recommendations cannot be followed, virtual meetings shall take place in lieu of in-person meetings. Virtual meetings shall follow the same schedule and time as any contractual meeting. All bargaining unit members shall attend contractually designated meetings, whether virtual or in-person.
 - viii. The principle method of distance learning instruction shall be delivered using the Canvas Learning Management System (LMS).
 - ix. The Superintendent has the authority to call a mandatory meeting with staff at any time during the contract day with at least one-hour prior notice.

- x. Bargaining unit members (distance learning teachers) shall report known, inappropriate online student behavior occurring during their instructional interactions with them to their site administrator. Bargaining unit members (distance learning teachers) acting within the scope of their duties and consistent with all policies and expectations concerning appropriate adult/student interactions shall be held harmless for any such behavior from a student.
- xi. The grade submission calendar will be followed during the 2020-2021 school year, with all applicable published deadlines. If there is need to adjust the grade submission calendar, the District shall make the changes in consultation with the Association and publish updates to the bargaining unit members.
- xii. Teachers will use Canvas LMS to report student progress and grades, but bargaining unit members (distance learning teachers) must submit official grades through the Aeries Student Information System (SIS).
- xiii. Bargaining unit members (distance learning teachers) will maintain classes during a prescribed T/Th (periods 1-3), W/F (periods 4-5) and every-other Monday (periods 1 or 2, 3 or 4, and 5 or 6) schedule, through virtual means. Each day, bargaining unit members (distance learning teachers) will teach three periods and have a prep period. Fifty minutes at the end of the contractual day is designated as a prep period, in addition to any prep periods during the bargaining unit member's normal schedule. A daily lunch period has been established from 11:15 am to 12:15 pm.
- xiv. Grab and Go meals will be provided daily to students during the lunch period from 11:15 am-12:15 pm.

xv. Distance Learning Instructional Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday
7:45-8:15	Prof. Dev.	Extra Prep	Extra Prep	Extra Prep	Extra Prep
8:15-9:45	Period 1 or 4	Period 1	Period 4	Period 1	Period 4
9:45-11:15	Period 2 or 5	Period 2	Period 5	Period 2	Period 5
11:15-12:15	Lunch	Lunch	Lunch	Lunch	Lunch
12:15-1:45	Period 3 or 6	Period 3	Period 6	Period 3	Period 6
1:45-2:35	Prep	Prep	Prep	Prep	Prep

b. Hybrid Instruction

- i. For the purposes of this MOU, hybrid instruction shall refer to the instruction of students through both distance learning and in-person attendance on campus.
- ii. Bargaining unit members (hybrid teachers) will be expected to be present in their assigned classroom location, each day from 7:45am to 2:35pm, throughout their normal contractual work hours.
- iii. Bargaining unit members' (hybrid teachers') caseloads will be maintained at the contractual limit with the implementation of hybrid learning.
- iv. The hybrid instructional schedule allows for an additional 45-minute preparation period built into the bargaining unit members' day.

- v. Non-classroom based certificated bargaining unit members will work their contractual hours on campus each day of the week, unless adjusted by the Superintendent or the Superintendent's designee.
- vi. In an effort to reduce the number of students on campus, each school shall be divided into two groups of roughly equivalent numbers. Groups will physically attend school on alternating days ("Group A" and "Group B" – currently established as one group on Tuesday and Thursday and the other on Wednesday and Friday). On their days of attendance, each group will have staggered start/end times, passing periods, and lunchtime according to a method to be established by the District. In addition, student groups will attend on alternating Mondays. During days of non-physical attendance, students will continue to engage in distance learning through Canvas LMS. Students can be expected to complete work during non-physical attendance days, and *may* attend synchronous virtual sessions during non-physical attendance days, but they are not required to attend virtual learning sessions synchronously and attendance at virtual sessions cannot be used punitively against a student's grade.
- vii. Programs in which classes are traditionally small may be permitted to meet in-person daily, as per the determination of the District (examples: English language development programs, Newcomer program, special education programs, Chaffey Success and Opportunity Program, Community Day School, Chaffey District Online High School).
- viii. Appropriate social distancing will be required where possible, including one-way stairways and hallways, in classrooms, designated entrances and exits to buildings, and appropriate locations for lunch periods.
- ix. Teachers will use Canvas LMS to report student progress and grades, but teachers must submit official grades through the Aeries SIS.
- x. If permitted, PE/Locker rooms shall be utilized as directed by the District with consideration of the State of California and/or the County of San Bernardino recommendations, orders, or regulations.
- xi. Traditionally large classes (as defined within the collective bargaining agreement), co-curricular, and athletic programs may commence upon District approval.
- xii. The District and Association recognize that students may need flexibility to change from hybrid to distance learning and vice versa.
- xiii. The District recognizes the need for additional planning for synchronous and asynchronous instruction under the hybrid instructional schedule and has shortened the periods to allow for additional bargaining unit member preparation time.
- xiv. Athletics and performing arts programs may begin after school practice and rehearsal following sixth period in accordance with the safety and health provisions of the District.

xv. Tuesday through Friday **non-academy** hybrid school schedule:

A1 or B1 Tues/Thurs or Wed/Fri				A2 or B2 Tues/Thurs or Wed/Fri			
Period	Start	End	Minutes	Period	Start	End	Minutes
0	6:40 AM	7:40 AM	60				
1	7:45 AM	8:35 AM	50	Extra Prep	7:45 AM	8:30 AM	45
2	8:43 AM	9:32 AM	49	1	8:30 AM	9:20 AM	50
3	9:40 AM	10:29 AM	49	2	9:28 AM	10:17 AM	49
4	10:37 AM	11:26 AM	49	3	10:25 AM	11:14 AM	49
Lunch	11:26 AM	11:56 AM	30	4	11:22 AM	12:11 PM	49
5	12:04 PM	12:53 PM	49	Lunch	12:11 PM	12:41 PM	30
6	1:01 PM	1:50 PM	49	5	12:49 PM	1:38 PM	49
Extra Prep	1:50 PM	2:35 PM	45	6	1:46 PM	2:35 PM	49

xvi. Tuesday through Friday **academy** hybrid school schedule:

xvii. Monday hybrid instructional schedule

A1 or B1 Monday			A2 or B2 Monday		
PD/Meeting	7:45 AM	8:45 AM	PD/Meeting	7:45 AM	8:45 AM
			Prep	8:45 AM	9:15 AM
1	8:45 AM	9:26 AM	1	9:15 AM	9:58 AM
2	9:33 AM	10:14 AM	2	10:05 AM	10:48 AM
3	10:21 AM	11:03 AM	3	10:55 AM	11:38 AM
4	11:10 AM	11:52 AM	4	11:45 AM	12:29 PM
lunch	11:52 AM	12:22 PM	Lunch	12:29 PM	12:59 PM
5	12:29 PM	1:14 PM	5	1:06 PM	1:47 PM
6	1:21 PM	2:05 PM	6	1:54 PM	2:35 PM
Prep	2:05 PM	2:35 PM			
Period 7- As Determined by Site (2:35-3:30)					

xviii. Upon the District's determination that the instructional schedule will return to a traditional schedule, bargaining unit members will return to the instructional schedule used in the 2019-2020 school year.

c. **Traditional (All-Students Return) Schedule:**

- i. Under the traditional instruction schedule, students shall be on campus during the bell schedule used during the 2019-2020 school year.
- ii. The traditional (in-person) instructional schedule shall be conducted with necessary physical distancing and/or health modifications in accordance with the State of California and/or the County of San Bernardino recommendations, orders, and/or regulations, as determined by the Superintendent or the Superintendent's designee.
- iii. Teachers will use Canvas LMS to report student progress and grades, but teachers must submit grades through the Aeries SIS.
- iv. Appropriate social distancing will be required where possible, including one-way stairways and hallways, in classrooms, designated entrances and exits to buildings, and appropriate locations for lunch periods.
- v. The District and Association recognize that students may need flexibility to change from traditional to distance learning and/or hybrid instruction and vice versa.

V. Special Education

- i. 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 in order to provide equitable and appropriate education for our students with special needs. Special education teachers will work collaboratively with core content teachers in person or via a virtual platform to accommodate and/or adapt lessons to meet the needs of each student's Individualized Educational Program (IEP) in a traditional, hybrid or distance learning environment, and ensure that lessons and activities are appropriate as documented in the student's IEP or 504 plan. Individual accommodations will be provided.

1. Special Education teachers of students with moderate to severe disabilities will provide continuity of learning through a variety of in-person and distance learning resources as appropriate so that students with disabilities have access to the same learning opportunities as their non-disabled peers.
2. Related Service Providers (Adaptive PE, etc.), will prepare distance learning activities that can be completed at home as appropriate or necessary.
3. Digital options to meet and collaborate on a student's IEP can be implemented in the COVID-19 environment.
4. Speech and Language Pathologists may provide individual and/or group lessons virtually or in-person. These appointments or conversations may be conducted face-to-face, via email, or when appropriate, via virtual tools.

VI. Professional Development, Preparation Time, and Meetings

- i. The District recognizes the need for bargaining unit members (distance learning and hybrid teachers) to have time to prepare for these instructional models, to collaborate with their colleagues, to prepare for adjustments to other instructional models, and to receive professional learning around topics pertinent to instruction in hybrid and distance learning scenarios. Topics may include, but are not limited to Canvas LMS, equity and inclusion, protocol for instructional shifts, mental health, and social emotional learning.
- ii. The District will provide professional development opportunities throughout the week of August 3 to August 7 and on August 10 to all staff members and it is expected that bargaining unit members (distance learning and hybrid teachers) attend and participate in these sessions. Professional learning areas of focus will be determined by input from surveys from staff and in collaboration between the Instructional Development office and the Association. All preparation time, professional development, and meetings shall take place on campus, although the District will determine if meetings and professional development will be in-person with appropriate social distancing or via remote technology, until otherwise determined by the Superintendent or the Superintendent's designee.
- iii. Under the **distance learning instructional schedule**, bargaining unit members (distance learning and hybrid teachers) shall use daily on-campus preparation time. This time will be structured by the District for generalized preparation of bargaining unit members, general staff meetings, department collaboration, or professional development. All meetings and preparation time will take place on campus, although the District will determine if meetings and professional development will be in-person with appropriate social distancing or via remote technology.
- iv. Under the **Hybrid instructional schedule**, bargaining unit members (distance learning and hybrid teachers) shall use a daily on-campus preparation period unless the bargaining unit member has agreed to teach a sixth period. Bargaining unit members will also have one hour per week on Mondays during the period of distance learning for professional development, department meetings, collaboration, or general staff meetings. The designation of these meeting times will be determined by the District. All meetings will take place on

campus, although the District will determine if they will be in-person with appropriate social distancing or via remote technology.

- v. Under a traditional instructional schedule, meetings shall take place on campus per the current collective bargaining agreement. The District will determine if they will be in-person with appropriate social distancing or via remote technology.

VII. Non-classroom based bargaining unit members

- i. Non-classroom-based bargaining unit members include, but are not limited to, nurses, counselors, school psychologists, and language, speech, and hearing specialists.
- ii. All non-classroom-based bargaining unit members are expected to maintain their current contractual hours and job descriptions. They are further expected to be present every day to conduct business on campus in their respective offices or in a location designated by the Superintendent or Superintendent's designee.
- iii. If in-person interactions are not possible, as determined by the Superintendent or the Superintendent's designee, remote technology or telephone interactions shall be used by the bargaining unit member for the completion of their professional duties.
- iv. Non-classroom-based bargaining unit members are expected to assist with the ingress and egress of students at the beginning and ending of each school day, including, but not limited to, health questionnaires, temperature checks, and triage logistics.
- v. Non-classroom based bargaining unit members are expected to wear masks or face shields while on campus, unless otherwise designated by the Superintendent or the Superintendent designee.

VIII. Bargaining Unit Members Professional Expectations

- i. Bargaining unit members must follow all Board policies and administrative regulations during any instructional schedule occurring within the 2020-2021 school year.
- ii. Bargaining unit members are expected to work from their classrooms, offices, or other designated on-campus locations, regardless of the instructional schedule during the 2020-2021 school year, unless otherwise determined by the Superintendent or Superintendent's designee.
- iii. It is expected that all bargaining unit members (distance learning, hybrid, and traditional teachers) utilize the Canvas LMS to support and deliver instruction to students and to communicate with parents and students.
- iv. Bargaining unit members (distance learning, hybrid, and traditional teachers) will take daily attendance for the students designated to be present on the days outlined in the respective instructional models.
- b. Bargaining unit members (distance learning, hybrid, and traditional teachers) will provide effective and meaningful instruction and feedback to students in all models of instruction.
- c. Bargaining unit members (distance learning, hybrid, and traditional teachers) will maintain equitable and fair feedback and grading practices to support student progress and growth.
- d. Back-to-School Nights will be held virtually, unless otherwise determined by the Superintendent or Superintendent's designee, for the 2020-2021 school year due to

anticipated restrictions on large group gatherings. The Superintendent or Superintendent's designee will determine a uniform method for conducting back-to-school night.

IX. Student Responsibilities

- i. Students will be expected to attend class, either virtually or in-person, depending on the instructional model in place.
- ii. Students will be expected to actively participate with teachers and peers in both virtual and in-person settings.
- iii. Students will be expected to complete all assignments to the best of their ability.
- iv. Students can be expected to complete work outside of the designated day of instruction to which their schedule is assigned.
- v. Students will be expected to ask teachers for assistance and/or clarification as needed.

X. Face Coverings

- i. Bargaining unit members and students shall wear face coverings while on District property.
- ii. Face coverings may be a cloth or disposable covering which covers the nose and mouth. In lieu of a cloth or disposable face covering, bargaining unit members may wear a face shield, allowing for their speech to project and for students to have the ability to view facial expressions.
- iii. Bargaining unit members who are *alone* in their classroom or office may remove their face covering.

XI. Hygiene and Health Promotion

- i. All students, staff, volunteers, and campus visitors shall wear masks or face shields, which cover the nose and mouth according to the determination of the Superintendent or Superintendent's designee.
- ii. All bargaining unit members shall wash and/or sanitize hands upon entering the workplace and periodically wash and/or sanitize hands throughout their workday.
- iii. All bargaining unit members shall self-screen themselves for COVID-19 symptoms and report any positive findings to the Principal immediately.
- iv. All District staff shall continue to promote appropriate hygiene with students.
 1. Reminders for frequent and thorough hand washing.
 2. Avoiding contact of the mouth, nose, and eyes with unwashed hands.
 3. The use of hand sanitizer when hand washing is not practical or available.
- v. The District shall provide cleaning solutions for desks, and where feasible, materials and objects which are touched frequently by multiple individuals. Teachers and/or students shall disinfect designated surfaces at the beginning of each period with only District provided cleaning solutions.
- vi. The District shall provide hand sanitizer, hand washing stations, and soap for restrooms in designated locations throughout the campus to allow for appropriate personal hygiene for students and staff members.
- vii. Upon entering campus from a single common entrance, as determined by the District, all staff, students, and visitors shall go through a temperature screening

with a no-touch thermal scan thermometer. Students may have their temperature taken more than once during a school day.

XII. Classroom Sanitization

- i. Every classroom shall have District-approved disinfectant wipes available for use on hard surfaces, high touch locations/objects, and/or items for which it would be safe and appropriate to disinfect.
- ii. Although encouraged, the disinfecting process will be voluntary for bargaining unit members and students.

XIII. Sick Leave

- i. The standard sick leave accumulation for the 2020-2021 school year shall continue to be 10 days for bargaining unit members who are employed five days a week with the District.
- ii. The District reserves the right to consider an increase to the bargaining unit members' sick leave accumulation if the State of California increases the allocation for these days.
- iii. The District will not provide child care for bargaining unit members.

XIV. Miscellaneous Provisions

- i. In the event that all students are on campus for either hybrid instruction or traditional instruction, Chromebooks or similar devices will be checked out to students individually to avoid cross contamination and the need to disinfect equipment several times per day.
- ii. By August 14, 2020, teachers shall develop and submit a written plan to the Assistant Principal of Instruction for student instruction in preparation for an unforeseen shift to total distance learning.
- iii. If student attendance is allowed to return to pre-COVID-19 conditions in the 2020-2021 school year (i.e., all students physically attend school five days per week), the instructional schedules for secondary schools shall automatically revert to the schedules that were in effect at the commencement of the 2019-2020 school year.
- iv. The District and the Association are jointly committed to maintaining open lines of communication to facilitate prompt discussion and resolution of issues (including during days of school recess as necessary) that may arise as schools reopen for the 2020-2021 school year to best serve their Shared Interests first stated above.

[End]