

Memorandum of Understanding 2020-2021 Remote Learning

This Memorandum of Understanding (MOU) is entered into by the Snowline Teachers' Association (STA) and Snowline Joint Unified School District (SJUSD) regarding negotiable impacts and effects for the reopening of school in the 2020-2021 school year in relation to health guidance pertaining to the coronavirus (COVID-19).

This MOU shall remain in effect until an order from the state or county allowing an in-person learning design that requires bargaining unit members to return to work in a traditional school environment and work schedule.

In preparation for the 2020-21 school year, the parties recognize the need to address the District's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations 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 the competing concerns surrounding school reopening decisions.

The first 5 days of the work year will be scheduled as non-instructional days and reserved for staff planning, professional development and preparation pertaining to COVID-19 and remote learning.

1. **Pay/Benefits.** While working under the current remote learning model, bargaining unit members shall continue to receive their full compensation and benefits. If extracurricular duties can and are performed, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement.
2. **Working Remotely.** The parties recognize that the Centers for Disease Control (CDC) has advised that individuals are at increased risk for severe illness due to COVID-19 because of certain underlying health conditions.
 - a. Bargaining unit members shall not be directed or required to report to the district in person while working under the current remote learning model.
 - b. Administrators will have access to teacher LMS classrooms and meetings.
 - c. Teachers will be responsible for ensuring they have adequate internet and facilities to work from home.
 - d. Bargaining unit members working remotely will provide a professional work environment clear of distractions (e.g. children, pets, outside noises) and maintain a professional and appropriate appearance.
 - e. The District will provide a two week notice to the Association prior to moving to a less restrictive model.

3. Access to Worksite. Under the current Remote School learning model, bargaining unit members may work from their assigned work sites, in adherence to current California Department of Public Health (CDPH) COVID-19 Industry Guidance: Schools and School-Based Programs (last update July 17, 2020), unless a government order necessitates otherwise.
 - a. Bargaining unit members may work remotely from home or may access and work from their assigned classroom/workspace during regular school work hours. Bargaining unit members will notify a site supervisor daily when working from their classroom/workspace to ensure daily cleaning/sanitizing.
 - b. Except when working independently in their classroom/office, bargaining unit members shall maintain six feet physical distance between themselves and other individuals and be required to wear a face covering.

4. Bargaining Unit Member Expectations. Provide Remote School distance learning in accordance with Senate Bill (SB) 98, which includes in part:
 - a. Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
 - b. Academic and other supports designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports. Special education, related services, and other services required by a pupil's IEP.
 - c. Daily live interaction with certified employees and peers for purposes of instruction, monitoring, and maintaining school connectedness.
 - d. Documenting student participation/attendance on a daily and weekly basis. Ensure the 2020-2021 minimum daily instructional minutes are met by a combination of teacher instruction and "time value" of assigned work.
 - e. Assess, grade, and provide feedback regularly to parents/guardians regarding student's academic progress.
 - f. Working remotely shall be done from the home address on file with the District or the bargaining unit member shall utilize leave as outlined in the collective bargaining agreement, or obtain permission from the site supervisor and Assistant Superintendent of HR the District in advance to ensure that student learning needs are met (e.g. not on vacation).
 - g. Bargaining unit members shall determine the means and method for providing remote learning based on appropriate standards-based instruction, their resources, and their students' ability to access the curriculum.
 - i. Under the current remote learning model, bargaining unit members shall be responsible for planning appropriate standards-based instruction, taking regular attendance, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation,

providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow up.

- h. Subject to meet and confer with STA, the District reserves the right to direct a bargaining unit member to work from their assigned classroom/workspace when there is a reasonable concern a member's performance is less than satisfactory (e.g. unreliable internet access, unresponsiveness to students, parents, or administration, etc.).
5. Teachers shall not conduct one-on-one meetings with students unless another staff member attends the meeting or to provide necessary in-person or remote services to address the educational needs of students with an individualized education plan (IEP).
6. Contract language regarding class sizes is not to be exceeded.
7. Syllabus/Learning Plan. Bargaining unit members shall develop, post and update as changes occur a syllabus/learning plan with information on accessing the District's learning management system (LMS) system, remote curriculum, remote standards, contact information, grading policy, and office hours/interactive instruction.
8. Scheduling. Bargaining unit members are expected to work and be available during their normal contractual work hours and workdays.
 - a. To provide students and parents with consistency and to avoid conflicts, office hours/interactive instruction shall be scheduled, with the schedule provided to students and parents. Office hours shall be used to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms.
 - b. Interactive instruction will 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.
 - c. Members will work collaboratively in and with their professional learning community (PLC) virtually to schedule daily & weekly interactions with students to minimize scheduling conflicts, and will provide parents/guardians with the schedule for their children's learning.
 - d. Daily interaction with students as required per SB 98 and according to best instructional practices for the age of the students.
9. Meetings. In adherence to current CDPH COVID-19 Industry Guidance: Schools and School-Based Programs (last update July 17, 2020), bargaining unit members and the District will conduct all

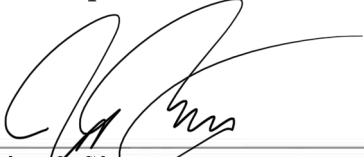
meetings, professional development training, and other staff activities virtually as long as the county remains on the COVID-19 watchlist or an order from the state to reopen schools comes into effect.

10. Evaluations. Teacher evaluation as outlined in Article 14 shall be postponed for the duration of the remote learning model.

Distance learning refers to “instruction in which a pupil and instructor are in different locations and pupils are under general supervision of a certificated employee of the local education agency.” (EC 43500)

Synchronous learning refers to a learning event in which a group of students are engaging in learning at the same time.

Asynchronous learning is a general term used to describe forms of education, instruction, and learning that do not occur in the same place or at the same time.

Jeff Phillips 

STA Representative Print & Signature

7/28/20

Date

Dennis Zimmerman 

District Representative Print & Signature

07.28.2020

Date