

**District's Counterproposal #2- 9/18/2020**

**PACKAGE PROPOSAL**

**The Central Union Elementary School District ("District") presents the following proposal for the 2020-2021 COVID-19 Reopening Memorandum of Understanding with Central Union Elementary Teachers' Association ("CUETA"). This is a package proposal and the District reserves the right to modify one or more parts of the proposal in subsequent offers as permitted under the Educational Employment Relations Act.**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CENTRAL UNION ELEMENTARY SCHOOL DISTRICT  
AND  
CENTRAL UNION ELEMENTARY TEACHERS' ASSOCIATION

2020-2021 PRACTICES DURING THE COVID-19 PANDEMIC

The Central Union Elementary School District ("District") and the Central Union Elementary Teachers' Association ("CUETA") enter into this Memorandum of Understanding ("MOU") in response to the reopening of schools for the 2020-2021 school year and the need for changes to practices due to the ongoing COVID-19 pandemic.

The Parties recognize a need to transition students and families with a return to school during the 2020-2021 school year and provide new and/or modified instructional options in response to COVID-19.

The Parties recognize that the District maintains the exclusive right to determine its organization, direct the work of its employees, determine the kinds and levels of services to provide, and the methods and means of delivering them.

For the 2020-21 school year, the District may elect to use traditional on-site instruction, a distance learning only approach, a hybrid instructional model, or some other combination of these learning models.

The Parties agree to comply with legal mandates and mandates issued by the Governor's office, as well as directives issued by state and local public health officers.

The District and CUETA recognize the importance of maintaining safe facilities and operations to benefit the students and communities served by the District and its teachers and Staff. We understand the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. Care will be taken to identify potential exposure and prevent the spread of the disease.

The purpose of this MOU is to formalize and finalize the District's consultation and negotiation obligations with CUETA regarding the reopening of District schools.

The Parties agree that this MOU is not precedent-setting, does not constitute a past practice, and does not constitute a waiver of the District's right to refuse to negotiate matters that are not mandatory subjects of bargaining.

The Parties recognize that the COVID-19 epidemic is evolving, and so is the governmental response. The Parties will comply with existing and further state or federal legislation or applicable orders and directives as they affect District operations.

The COVID-19 pandemic has caused federal, state, and local public health officers to issue orders and guidance impacting the educational operations of the District in order to minimize health and safety risks associated with COVID-19 infection and illness. As a result of the orders and guidance issued by federal, state, and local public health officers, any in-person learning offered by the District during the pandemic shall be offered consistent with guidelines from the California Department of Public Health, the California Department of Industrial Relations Division of Occupational Safety and Health, and the Kings County Department of Public Health).

If any term or provision of this MOU is inconsistent with any applicable law or any order issued by any federal, state, or local officer or agency having jurisdiction over the District, or if the inconsistency could result in a loss of state or federal funding, the terms of the applicable law/order shall prevail, and the inconsistent term of this MOU shall be disregarded. In this instance, the Parties shall consult about the changes to this MOU as soon as possible and, in advance, if practical.

This MOU dated September 24, 2020 is intended to reflect the Parties' agreement on how to implement distance learning, small group instruction, in person instruction pursuant to elementary waiver, and key safety issues. At a later date, the Parties will negotiate the effects of issues related to a hybrid instructional model.

The Parties represent that they have read and understand the terms of this MOU and are authorized to execute this MOU on behalf of their members. Copies of signatures shall have the same force and effect as original signatures. Facsimile and electronic signatures shall be deemed original signatures.

To these ends, the Parties agree to the following:

- **Recitals**

1. The Parties agree the recitals set forth above are true.

- **Terms of Collective Bargaining Agreement**

1. Unless otherwise noted below, all terms of the current CBA shall remain unchanged and in full effect. During the term of this Agreement, the District will continue to consult with CUETA as needed or upon request.

- **Safety Conditions**

1. The District shall adhere to the COVID-19 directives mandated by the California Department of Public Health, the California Department of Industrial Relations Division of Occupational Safety and Health, and the Kings County Department of Public Health (“Health Directives”).
2. In the event of conflicting or inconsistent guidance between federal, state, and local authorities, under the executive order N-33-20 and 2020-21 Budget Act, the District will comply with Health Directives, which may change from time to time.
3. To exercise social distancing in classrooms and school site facilities, the areas shall be reconfigured to encourage and maintain reasonable physical distancing between Staff, and students, if applicable, as much as practicable. The District shall also endeavor, as feasible, to structure movement through buildings in uniform directions. Staff shall practice reasonable physical distancing and follow District guidelines. Staff agree to avoid congregating in work environments, break rooms, staff rooms, and bathrooms unless reasonable social distancing is possible and implemented. The District shall endeavor to create physical distancing between student workspaces, between Staff workspaces, and between Staff and student workspaces, as practicable.
4. If Staff feel that the physical distancing creates a health and safety risk, Staff may request a meeting with their site administrator. The Site administrator will consider if alternative and effective safety devices are feasible, such as plexi-glass barriers and/or face shields.
5. Staff shall not be directed to violate the physical distancing requirement except to prevent imminent bodily or physical harm from occurring.
6. The District shall ensure hand sanitizing/hand washing supplies are frequently checked and restocked and that hand sanitizing stations are placed at all school sites in numerous locations throughout each campus. The District shall also ensure that all classrooms, restrooms, and staff workspaces are cleaned and disinfected daily so long as required by Health Directives. Staff shall contribute and be responsible for ensuring workplace cleanliness and are expected to clean all items used in communal spaces. The District reserves the right to require Staff to remove personal property if it poses a health or safety risk.
7. In accordance with Health Directives, the District encourages periodic washing hands for at least 20 seconds throughout the day. Staff shall wash hands for at least 20 seconds prior to leaving the restroom. Signage will be posted throughout the campus

and in restroom locations as a reminder for proper handwashing and hand hygiene techniques. When soap and water are not available, Staff should use hand sanitizer. All individuals should cover their mouth and nose when coughing or sneezing, with a tissue or into your elbow. In addition, Staff should avoid touching their face (eyes, mouth, nose) with unwashed hands.

8. School sites shall encourage parents/guardians/visitors to use alternative methods to contact schools. This can be accomplished through phone contact and e-mail contact. In general, except for the public members who may come into the school office, the other areas of the school campus will be closed to non-approved visitors, including family members, who are not District employees or students. Office locations will have designated physical distancing reminders and plexiglass screens installed. Any student, parent, caregiver, approved visitors, or Staff showing symptoms of COVID-19 will be excluded from District campuses.
9. Staff agree to comply with all Health Directives issued by the District. The District agrees to communicate with Staff regarding Health Directives and expectations thereto, and will also communicate any changes to Health Directives that may occur over time.
10. The Parties agree to the following guidelines for Staff when entering District campuses:
  - a. Staff must self-screen before coming to work, i.e., check temperature to ensure temperatures below 100.4 degrees Fahrenheit, check for symptoms outlined in Health Directives and stay home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19. All Staff are responsible for personally assessing their health and possible exposure to the virus, causing COVID-19 at least daily. This includes considering whether Staff have experienced any symptoms, including cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, loss of taste, or smell. This list is not all possible symptoms. Other less common symptoms have been reported, including gastrointestinal symptoms like nausea, vomiting, or diarrhea.
  - b. When Staff enter worksites, the District may engage in symptom screenings consistent with Health Directives and guidance from local and state Public Health Departments. Symptom screenings may include visual wellness checks and temperature checks with no-touch thermometers, and questioning regarding COVID-19 symptoms or close contact with an individual experiencing COVID-19 symptoms or positivity. Staff agree to comply with symptom screening requirements and questions.
  - c. Staff exhibiting any symptoms, or who believe they have been in close contact with someone who may have COVID-19, shall immediately contact their

healthcare provider and avoid contact with other individuals. Staff with symptoms agree to stay home, notify their supervisor of their absence in accordance with usual procedures, and seek medical care as appropriate/if applicable. Staff shall also stay home if they have been told to quarantine or isolate due to COVID-19 precautions. Staff shall not return to work without a doctor's clearance.

11. Sick Staff shall not return to work until they have met Health Directive criteria to discontinue home isolation.
12. The District will work with the Kings County Health Department to initiate contact tracing upon notification that an employee or student has been infected with COVID-19 and send all required notices while ensuring the unit member confidentiality as required by law. Staff shall cooperate with contact tracing as requested by the Public Health Department and the District. Staff should know their closest contacts, as defined by the CDC, for COVID-19.
13. In the interest of protecting community and workplace health, Staff shall report, in writing, any unsafe condition in the working environment to their immediate supervisor. The supervisor shall respond in writing as soon as practicable.
14. Staff shall wear a face-covering that meets current Health Directives and is appropriate for a school setting while at work/school, except in their private work areas. Some situations may require an exception to the universal mask policy, (i.e., reading instruction). In those instances, other protective measures will be implemented (face shield or plexiglass screen). These situations will be handled on a case-by-case basis. Staff may obtain a District-approved exemption based on the needs of the individual, consistent with Health Directives. Staff with accessibility concerns, allergies, or acute or chronic respiratory illness, which makes wearing a face-covering problematic should contact Human Resources. The District retains the authority to determine whether an exemption may be granted to an individual. The District will provide face-coverings to Staff upon request. At the member's discretion, they may provide their own face-covering in addition to the District provided face-covering.

- **Evaluations**

1. Probationary Staff were evaluated during the 2019-2020 school year. Evaluations for Permanent Staff were not evaluated during the 2019-2020 school year. Permanent Staff evaluations for the 2019-2020 school year only will be skipped. Evaluations for Staff scheduled for evaluation during the 2020-2021 school year will proceed as regularly scheduled, regardless of distance or on-site instruction.

2. All probationary certificated Staff will be evaluated this school year pursuant to Article 9 of the Collective Bargaining Agreement.
3. No later than the end of October, the evaluator and Staff being evaluated shall meet, discuss, and establish reasonable objectives for the school year, which fulfill the requirements of the Stull Bill and the Education code, and discuss the criteria upon which evaluations of the employee are to be based. If Staff are transferred, he/she will be given additional time.

- **Instructional Requirements**

1. The District reserves the right to decide to open, close or reopen District schools or classrooms. The District will provide the Association with written notice of any decision to close, open, or reopen schools or classrooms.
2. All students will receive daily live interaction with Staff through synchronous or asynchronous instruction and content, five days per week either in-person or through distance learning.
3. Staff will be available during their regularly assigned work hours for communication with students, parents, and administration on a regular basis. Staff will also provide appropriate services, including but not limited to, educational materials, curricula content, and/or consultations to staff and students.
4. During the Distance learning mode, the virtual instructional window is designated to occur between 9:00 AM until 2:00 PM on Monday, Tuesday, Thursday and Friday. Instruction on Wednesdays shall occur from 9 a.m. to 1 p.m. Staff are expected to fulfill the remaining work hours and obligations during the remainder of the day.
5. Wednesday is designated as a District/Site day for the purpose of staff meetings, district designated meetings, and professional development days. Staff are expected to be available during the 8:00 a.m. to 4:00 p.m. time frame on Wednesdays.
6. Responsibilities during the virtual instructional window, include:
  - a. Each student will be offered a minimum of 120 minutes per day of daily live instruction. These are considered to be the minimum rather than the maximum standard.
  - b. Staff shall deliver the daily live instruction via video conferencing. "Daily live instruction" includes a student or group of students engaged in learning at the same time using technology that allows the teacher and the student to connect in real-time to deliver (i.e. two way communication):
    - i. Timely actionable feedback to students
    - ii. Direct instruction to students through video

- iii. Teacher guided peer-to-peer learning
- iv. Whole-group or small group instruction

Daily live instruction does not include one-way communication, including, voicemails, emails, or print materials.

- c. In exceptional circumstances, with site administration notice, where students may not have internet access, the daily live instruction may be met via telephone conference, if needed.
7. Staff are expected to document daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided, consistent with the requirements issued by the California Department of Education.
- a. Evidence of daily student participation in distance learning shall be obtained using:
    - i. Evidence of participation in online activities;
    - ii. Completion of regular assignments and/or assessments; and,
    - iii. Contacts between Staff and pupils or parents or guardians.
  - b. Staff shall ensure that daily attendance and 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 daily attendance record shall be submitted for the preceding week no later than Monday by 9 a.m.
8. Assignments that typically have large performance-based classes (band, music, PE, etc.) shall work with administrators and Staff to create a schedule of live instruction.
9. The District will continue to provide the supports and resources needed for Staff to provide learning opportunities for students during the school closure.
10. Staff are required to work from their assigned classroom; however, Staff with childcare issues may elect to work from home effective from August 17, 2020, until September 25, 2020 unless, during this time frame, schools within Kings County are permitted to return to in-person learning, at which time Staff will report to their assigned school site.

To elect this option, Staff will submit a written request on the appropriate District form to the Site Principal certifying the need to work from home in order to care for a child between the ages 0-17.

Beginning September 28, 2020, while the District remains in distance learning only, Staff shall be provided the option to work remotely, on site or a hybrid option (working both remotely and on site). This option is subject to the following conditions:

- i. All temporary and probationary Staff will be required to work on site on a daily basis until the Staff member receives direction from the site principal that they are authorized to work remotely.
- ii. This option does not apply during those times scheduled by the District for small cohort in-person instruction or services for those Staff members directed by the District to provide said services.
- iii. Staff who elect to work remotely must certify in writing that they meet the following criteria:
  - Staff member has proper technology available to support online learning. If technology fails, Staff member agrees to notify the District and to adjust their schedule to work onsite, as needed, in order to utilize proper technology.
  - Staff must have a distraction-free work area, wear appropriate professional attire when on line, and maintain a dedicated work space that presents a professional work environment.
  - Staff must be prepared and be on time for virtual instruction and meetings.
  - Staff must be responsive to all District communications, including emails and phone calls during work hours.
- iv. Staff must submit work location schedules for approval to site administration no later than the Friday before the week in question and must notify site administration of any changes in advance. Reasonable advance notice of at least 24 hours must be given to site administration for unscheduled site visits. Staff who are not scheduled to work on site must sign in and out at the school site office and comply with all Health Directives while on site.
- v. Staff participation in remote and on site work will be periodically reviewed by the District to determine the options' efficiency and effectiveness for students and the District. Staff will be required to work the entire virtual instructional window, defined above, at the same site. Staff must provide District and site administration with access to all Zoom Classroom information, so administrators may visit the virtual, synchronous classrooms just as they would visit classrooms during in-person instruction.
- vi. The District has the right to immediately rescind a Staff member's option to work remotely for failure to adhere to provisions of this MOU, the CBA, District policies or in the event remote instruction is deemed ineffective, upon notice to the Staff member. The District's revocation is

not subject to the grievance article in the CBA or any other form of appeal.

- vii. This option shall be suspended for all Staff when the District's school sites are permitted to reopen for in-person instruction by law or for those Staff in grade levels authorized to perform in-person instruction pursuant to an elementary waiver.

11. Staff members agree to comply with the District's Acceptable Use Policy.
12. When students are participating in a distance or virtual learning format, certificated staff will provide daily live online instruction for the purposes of instruction, progress monitoring, and maintaining school connectedness.
13. All content shall be aligned to grade level standards, prioritizing the essential standards, and will be provided at a level of quality and intellectual challenge substantially equivalent to in person instruction.
14. Staff shall be responsible for planning appropriate standards-based instruction focusing on essential grade level standards, 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 nonparticipation to the administrator for additional outreach and follow-up.
15. 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 Staff opportunities to provide the student encouragement and feedback.
16. Staff will submit weekly lesson plans no later than 8:00 a.m. each Monday at the start of the week. Lesson plans shall be kept, maintained, and shared with site administration through a teacher preferred platform (i.e., ClassDojo, Google Classroom, Showbie). Within the preferred lesson plan platform, it is expected that Staff will include links to support these weekly plans. Weekly plans will include essential standards and learning targets to be covered, instructional material which supports the standard and learning target, and student assignments expected for the week.

- **Instructional Day Schedule (Distance/Virtual Learning)**

1. Educational Code 43501 amended the minimum daily instructional minutes for the 2020-21 school year:
  - i. Transitional Kindergarten/Kindergarten - **180** daily minutes
  - ii. First through Third Grade - **230** daily minutes

iii. Fourth through Eighth Grade - **240** daily minutes

2. Staff will develop daily schedules of learning and related activities to account for all tasks to be completed during the virtual instructional window, as well as the additional hours which comprise the teacher work day outside of the professional day authorization. Daily schedules will be provided electronically to the site administration.
3. The minimum standard of 120 minutes of daily live instruction shall include live online whole group and small group instruction daily. The division of instructional time between whole group and small group instruction shall be determined based on the needs of students.
4. In addition to the minimum of 120 minutes of daily live instruction, the virtual instructional window shall also include dedicated time to additional small group instruction and conferring with students, while the remainder of students may be engaged in time valued asynchronous learning assignments.
5. Upon notice to Staff, the District may require Staff to record distance learning live/synchronous virtual instruction for educational purposes. The District will provide parents/guardians/students with a code of distance learning conduct that establishes expectations for students and their parents/guardians, and which prohibits the unauthorized recording or redistribution of online lessons by any party other than the District, without prior consent from the teacher and principal.
6. Outside of the virtual instructional window, as defined above, the remaining flex time/contracted hours of the Staff work day, may include, but is not limited to, the following activities:
  - a. Planning instruction and/or services for synchronous and asynchronous learning
  - b. Co-planning and collaboration amongst colleagues
  - c. Monitoring student activity
  - d. Grading
  - e. Participating in Professional Learning Communities, staff development and staff meetings
  - f. Participating in IEP, SST, and 504 meetings
7. Within each week, the Staff member will have a clearly identified office time (no less than 60 minutes each week) to allow for parents and/or students to meet in real time via Zoom/Google Meet/Phone/Email/etc. to provide on the spot additional help and answer questions. Office time shall occur no less than twice per week and shall be at separate times (i.e. one morning, one afternoon session) to allow for more flexibility and opportunity for parent participation.
  - i. Staff will make a reasonable effort to respond to student and parent

emails/questions within 24 hours (M-F).

- ii. Staff shall regularly communicate with parents and guardians regarding a pupil's academic progress.

- **Attendance Tracking**

1. A pupil who does not participate in distance learning when assigned to do so shall be documented as absent by the Staff member. For students who are absent more than sixty percent (60%) of the instructional days in a school week or who are otherwise not engaged in distance learning, Staff shall follow the District's written tiered re-engagement strategies, including but not limited to, verification of current contact information, daily notification to parents/guardians of absences, plan for outreach with the student, and referral to administration/counseling for assistance.
2. When providing distance learning, the academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and daily live interaction shall all be combined to meet the daily minimum minutes per grade level.

- **Extra Duty Pay/ Attendance Incentive**

1. If extracurricular duties are authorized to be performed by the District, Staff shall continue to receive stipends and/or extra duty pay, as provided for under the CBA. Extra duty pay may be pro-rated if the activity associated with the duty is stopped. If the District decides not to provide the activities associated with the extra duty, then no payment shall be made.
2. The Attendance Incentive set forth in Article 13, section C of the CBA shall be rescinded for the 2020-2021 school year.

- **Leaves**

1. If Staff are exposed to COVID-19 and are quarantined or awaiting results and/or test positive for COVID-19, or exhibit symptoms that are consistent with COVID-19, and who the District determines is unable to work remotely, may any and all permitted leaves under the CBA, as well as under state and federal law, including the Families First Coronavirus Response Act ("FFCRA"), which expires December 31, 2020. The District may request verification prior to placing Staff on paid leave.
2. Staff who request leave to care for others related to COVID-19 during the pandemic will be permitted to use any and all qualifying leaves under the CBA, as well as under state and federal law including, but not limited to, leave under FFCRA.
3. The Parties recognize that FFCRA provides qualifying Staff with two weeks of paid leave for coronavirus-related absences ("Emergency Paid Sick Leave"), and extends Family Medical Leave Act (FMLA) leave ("Expanded FMLA"). The Parties recognize

that such leave as provided by FFCRA shall be available to all Staff to the extent permitted by law.

4. If Staff are entitled to Emergency Paid Sick Leave, then such leave shall be utilized prior to any other forms of paid or unpaid leave.
5. The Parties recognize that FFCRA extends FMLA leave in various ways under Expanded FMLA, including making it available to Staff who have been employed for at least 30 days, making it available to Staff unable to work due to the need to care for Staff's minor child if the child's school or place of care has been closed due to a public health emergency, and making it a paid leave at 2/3rds pay after the first 10 days, which are unpaid.
6. Staff may elect to use any previously accrued, qualifying leaves, as set forth in the CBA and applicable law, to fill any gap in pay resulting from the 2/3 formula during Emergency Paid Sick Leave, up to full pay. Any qualifying leaves that Staff elect to use for pay offset purposes during Emergency Paid Sick Leave shall be pro-rated and will only represent the actual time used.
7. Staff who are eligible for both Emergency Paid Sick Leave and Expanded FMLA leave will be required to use these leaves concurrently, consistent with FFCRA, resulting in the 2/3 formula pay. For Staff using Expanded FMLA leave, after Emergency Paid Sick Leave is exhausted, any existing leaves under the CBA that Staff qualifies for child care purposes, shall run concurrently, up to full pay. After all preexisting qualifying leaves are exhausted, Staff shall receive compensation for the remaining period of Expanded FMLA leave as set forth in FFCRA.
8. Staff who are absent must report their absence in Smartfind, consistent with District policies and practices, shall prepare asynchronous instruction plans for their students and notify their students and parents of the learning plans for that day no later than 7:30 a.m. of the day of absence. If Staff performs any synchronous learning during the day of their absence, then the Staff member should notify their site principal and school secretary so that the absence can be adjusted to reflect the correct hours of their absence.

If a Staff member is absent for more than three (3) consecutive days, Staff should notify their site principal as soon as possible regarding the leave of absence, then a substitute would be arranged, if possible. Staff will have substitute lesson plans in place so the plans can be provided to the substitute by 5 p.m. the day before the scheduled instruction. If no substitute can be secured, then the Staff will be required to provide the asynchronous instruction plans as noted above.

- **Accommodations**

1. Staff who are identified by their medical professional as ‘disabled’ under the Americans’ with Disabilities Act (ADA) may be entitled to reasonable accommodation as required by state and/or federal law. Staff requesting reasonable accommodation consideration, must provide appropriate documentation from a medical professional. The District will conduct interactive dialogue meetings as needed to determine reasonable accommodations. If Staff are not disabled but have other concerns that do not qualify for protection under the law, upon request, the District agrees to engage in conversations to address those concerns.

- **Dress Code**

1. In accordance with Board Policy 4119.22, the Employee Dress Code will be modified to allow Staff to wear blue jeans, blue jean capris or blue jean shorts during the distance/virtual learning mode. Upon return of students to on-site learning, Board Policy 4119.22 will be in effect and professional dress shall be expected. All aspects of Board Policy 4119.22 other than the blue jean provision will remain in effect at all times.

- **Transfers and Assignments**

1. Article 12 of the CBA shall apply in its entirety, except for the following:
  - a. The District may initiate involuntary transfers beyond October 15, 2020 for the 2020-2021 school year.
  - b. If the District obtains a waiver for in-person instruction of elementary students consistent with Health Directives or, if the District determines that instructional needs require small group on-site instruction, Staff may be assigned to small group instruction and such assignments shall not be considered involuntary transfers or reassignments or trigger the provisions of Article 12 of the CBA.
  - c. If the District implements in-person instruction but retains a distance learning program for a portion of its students, the District will fill its distance learning positions first with Staff who need reasonable accommodation, pursuant to federal and state law. Staff needing accommodation must file a request that includes the reasons for the request and any related medical information supporting the request. The District reserves the right to make final decisions regarding these assignments and has the right to determine how many distance learning positions are needed, as those needs may change over time.
  - d. Staff in distance learning positions understand that they may be returned to a school-site during 2020-2021 and may be required to provide in-person teaching or other reasonable duties as assigned. Upon the completion of the 2020-2021 school year, Staff who have been assigned to a distance learning position will

have the right to return to the position held prior to their distance learning assignment.

- **Students with Disabilities and Distance Learning**

1. If students with Individualized Education Programs (IEP) or Section 504 Plans receive their instruction via distance learning or via a hybrid model, all special education teachers and service providers will collaborate, as appropriate, with general education teachers to create individualized distance learning plans for their students. The plans will provide for instruction and/or services that meet the minimum recommendations identified by a team with knowledge of the child's needs.
2. Student IEPs and Section 504 Plans, shall be implemented to the greatest extent possible and continue to provide the services called for in those IEPs and Section 504 in alternative ways, including small cohort in-person services consistent with Health Directives, ensuring accessibility and providing identified accommodations.
3. Staff and service providers may be asked to participate in IEP and Section 504 team meetings as certain timelines, including those for annual reviews, are still in place during site closures or when distance learning or a hybrid instructional model is being used. Virtual tools may be used, as needed, to hold any necessary 504 and IEP meetings.
4. The District shall communicate, as needed, to appropriate staff, when virtual tools are not appropriate or create significant legal risk. If this occurs, Staff shall work with students, families and the District to implement the IEP/504 plans as required by law, consistent with Health Directives.
5. Special education unit members will work collaboratively with core content unit members to accommodate or adapt lessons to meet the needs of students in a distance learning or hybrid learning environment and ensure that lessons and activities are appropriate and consistent with the student's IEP.
6. Staff will provide timely input to case managers in advance of scheduled IEP or Section 504 meetings.
7. The Parties agree to meet at the request of either Party to discuss implementing guidance from the California Department of Education (CDE), and/or United States Department of Education (DOE), and/or other applicable guidance, in order to ensure that the District provides equitable and appropriate education for students with special needs and meets all legal requirements.

- **Miscellaneous**

1. The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.

This MOU shall expire on June 30, 2021 unless extended or modified by mutual written agreement.

2. The Parties agree to negotiate the effects of implementing a hybrid instructional model beginning on or around October 1, 2020.
3. Nothing in this MOU shall prevent the District from following all requirements of law, including but not limited to, compliance with instructional minute requirements. If the District learns that compliance with this MOU puts District funding in jeopardy or is in conflict with any Health Directives, then the District shall consult with the Association regarding how best to ensure full state funding and legal compliance.



Thomas Addington  
Central Union Elementary -  
Superintendent

09/24/20

Date



Nicole Smyers  
CUETA Lead Negotiator

9-25-2020

Date