

**Memorandum of Understanding
Between
The Mt. Diablo Education Association
And
The Mt. Diablo Unified School District
Regarding the Distance Learning Phase (DLP) due to the Coronavirus
July 31, 2020**

The Mt. Diablo Education Association (MDEA or “the Association”) and the Mt. Diablo Unified School District (MDUSD or the “District”), hereafter, the Parties, agree to the following provisions regarding the 100% distance learning phase (DLP) at the beginning of the 2020-2021 school year due to the coronavirus pandemic, effective July 31, 2020.

MDUSD and MDEA recognize that our State, Nation and local communities are experiencing extraordinary events in the challenge to contain the spread of the COVID-19 virus. MDUSD and MDEA also recognize that efforts to contain the spread of the COVID-19 virus by local, State and Federal authorities are ongoing, and evolving.

This Agreement reflects the Parties’ understanding of Federal, State and local recommendations and mandates to date, and that upon further mandates and recommendations by State, local and/or Federal authorities, the Parties will endeavor to renegotiate the terms of this memorandum of understanding in good faith, with the aim of keeping our students and educators safe, assisting in containing the ongoing pandemic, and continuing to provide equitable and grade appropriate educational services to our students and communities required by local, State and Federal authorities. In order to promote public health and safety and to reduce the negative financial impacts on employees the Parties have agreed on the following:

1. The District and the Association will support efforts to maintain funding under any applicable laws during a closure of any district facility or during the DLP due to the COVID-19 pandemic.
2. Due to the severe and evolving nature of the current pandemic, the Parties agree to meet on September 17, 2020 to evaluate the community COVID metrics regarding a return to some form of on-campus instruction. A return to on-campus instruction shall not occur until the Parties have reached a negotiated agreement on this point.
3. As used in this Memorandum of Understanding, “distance learning” means instruction in which the student and instructor are in different locations and pupils are under the general supervision of a certificated employee of the local educational agency (Ed. Code §43500). Methods could include online instruction, take home packets, phone calls, emails, text reminder applications, and other means of communication. The District will provide licenses, training and support for two distance learning platforms, SeeSaw for grades TK-2 and Google Classroom for Grades TK and above. To respect professional autonomy, teachers may supplement these platforms based on the needs of their students. Teachers are responsible for documenting the method by which they are providing distance learning.
4. Students will not be allowed on campus during the DLP. Exceptions include:

- 4.1 to pick up meals, technology, textbooks, or other school materials
 - 4.2 to participate in legally required meetings
 - 4.3 County health permitted athletic or extracurricular activities or onsite child care programs
 - 4.3.1 Children at onsite child care programs will be on a different part of the campus and will not have access to any areas where bargaining unit members are working.
 - 4.4 those situations described in item 5.
5. During the DLP bargaining unit members will be encouraged but are not required to report to their assigned district site. Bargaining unit members may work from their classroom / office / workspace, provided the site has met the safety conditions outlined in items 9, 36, and 49. Bargaining unit members may bring their own children with them and shall be responsible for the direct supervision of their children at the work site.
 - 5.1 All persons on a school campus must observe physical distancing of 6 feet, must attest to completing an illness/health assessment at home each day upon entering any district site, and must wear a face covering at all times they are outside their office, classroom, or workspace. All face coverings must follow District and site dress code requirements. Bargaining unit members who work in shared spaces must observe physical distancing of 6 feet and must wear a face covering at all times while in that space.
 - 5.2 Face coverings may not be required for people with medical apparatus which prevents or obstructs the use of the apparatus, or for children under two years of age.
 6. The Parties agree that on the first work day after Contra Costa County comes off the “watchlist” they will communicate and come to agreement on negotiations dates /times, to begin within five work (5) days for an additional MOU to return to limited on-campus instruction.
 7. All bargaining unit members who perform services under the DLP shall receive their full pay and benefits for so long as the DLP continues and they continue to provide services.
 8. Bargaining unit members who perform services under the DLP will receive the full amount of any stipends in Appendix A related to credentials, licenses, advanced degrees, department chairs, and Teachers on Special Assignment, which apply to them regardless of the length of the DLP. Stipends based on performances or athletic programming will resume and be prorated once those activities resume or commence.
 9. The Parties agree that federal and state occupational safety and health laws, other relevant laws and regulations, and any additional legal requirements that take effect during the life of this memorandum of understanding will be adhered to.
 10. District committee work that is time bound, and for which members are being compensated, may be required to be completed, and will happen virtually during the DLP but no bargaining unit member shall be required to make up any committee work that is missed upon return to full on-campus instruction. District committee work that is not

time bound, will not take place. 72-hours' notice must be provided to all affected unit members.

11. Site committee work that is time bound, and for which members volunteer, may take place. These committee meetings will be held virtually during the DLP. 72-hours' notice must be provided to all affected bargaining unit members.
12. The work year calendar shall be changed in the following way. On Monday, August 10, 2020, the morning will be Principal-directed, and during the afternoon bargaining unit members will be able to pick up devices and/or equipment to access professional development, and the remaining time would be teacher-directed. At high schools there will be two blocks of time for this pick up, and teachers will be assigned to one of those blocks. Tuesday, August 11, 2020, and Wednesday, August 12, 2020 shall be district-directed Professional Development days. The two (2) "All Teacher In Service" days, currently scheduled for Monday, October 12, 2020, and Monday, March 1, 2021, will be moved to Thursday, August 13, 2020, and Friday, August 14, 2020, and these days will become teacher-directed preparation days.

October 12, 2020 and March 1, 2021 will become student instruction days. The first day of student instruction will be moved to Monday, August 17, 2020. There shall be no other changes to the MDUSD 2020-21 calendar.

Bargaining Unit Members will have 20 work days after the start of school or after being hired to complete the annual on-line mandated trainings within the required site time.

13. The District will attempt to have no combination classes. General education elementary level learning teachers may be assigned combination classes. There shall be no Two-Way Dual Immersion combination classes. Those bargaining unit members who are assigned a general education elementary combination class will receive a one-time stipend of \$1200, payable by December 31, 2020.
14. The District will make every attempt to ensure that General education secondary level distance learning teachers will be assigned no more than three different courses.
15. If, for the duration of the DLP, the District seeks to implement any distance or home learning program beyond that described herein, any changes to working conditions, workload, caseload, discipline, evaluation, wages, hours of employment, and other terms and conditions of employment, and any impacts or effects associated with any new requirements for certificated staff must be negotiated by the District and the Association before they can be implemented. This negotiation will take place as soon as possible. Bargaining unit members being asked to provide new distance or home learning programs will be adequately trained and provided with the required materials, access, and equipment prior to implementation to the extent they have not already been provided to them by the District.
16. If any Federal, State, or local agency, including the District, declares a quarantine all bargaining unit members who continue to provide instruction for distance learning shall receive full pay and benefits in accordance with Ed. Code 44964, without loss of sick

leave, for so long as the quarantine continues, subject to further direction by law or further Executive Order of the Governor.

17. As of now, the following shall be the expectations, insofar as practicable, related to grading and lesson delivery for the delivery of the DLP:

a. bargaining unit members will check their district email at least twice a day, and respond within 24 hours.

b. bargaining unit members will attempt to connect with students remotely via daily live interaction and online, distance, and home learning opportunities using existing tools, practices, and protocols. The District will provide links to online resources, training modules on online learning platforms (ex. SeeSaw, Google Classroom) and training for each, and will provide bargaining unit members with examples of digital learning plans for their grade level / subject.

c. Classroom teachers shall provide students on their rosters daily live interaction with the teacher and class peers, for the purposes of instruction, progress monitoring, and maintaining school connectedness. They shall have autonomy in determining what form this daily live interaction will take.

d. Bargaining unit members will use the following platforms for which the district will provide the program, support, and training:

- i. SeeSaw
- ii. Google Classroom

The District shall provide bargaining unit members with access to Basic Zoom. If a bargaining unit member desires to use a platform different from those identified in 17.d.i and 17.d.ii, the member shall contact their Site Administrator for prior approval to use the platform. The District shall not be required to provide access to the platform, support or training. The TIS Department Director shall compile a list of platforms, apps, software programs, and communication tools that are in compliance with state/federal privacy laws, HIPAA and FERPA compliance for use with students. This list shall be updated and shall be posted on the district website by August 10, 2020. Unit members will be able to submit additional resources to TIS to be vetted for inclusion on the posted list.

e. Bargaining unit members will have the flexibility to supplement the district platforms/purchased programs with TIS Department Director pre-approved platforms, apps, websites, software programs, and communication tools they choose from the list referenced in 17.d above, for distance learning, including daily live interaction and IEPs at their own discretion and expense. Bargaining unit members cannot be required to conduct live video which depicts their likeness over their objection.

f. Each site will start the school year with the Default Bell Schedule for that grade or secondary structure (8 period schedule at Sequoia MS, 7 period schedule at all other middle schools, 6 period schedule at all high schools) included as Appendix 1. A “prep provider” schedule will be developed for every elementary school to ensure that Instrumental Music Teachers and Librarians, Vocal Music Teachers, and other prep providers can meet with students and develop lessons for classroom teachers to support

student instruction. If bargaining unit members choose to replace the Default Bell Schedule with a bell schedule they create, they will then follow the processes in Article 9.10 for changing their bell schedule to either 1.) vote to keep the Default Bell Schedule for the remainder of the DLP or, 2.) vote to replace the Default Bell Schedule with a bell schedule they create. A simple shift in start / end times of the Default Bell Schedule that does not change the length of the day may be agreed upon by members and admin at the site. If this occurs MDEA and District admin shall be informed. This process must be completed by September 15, 2020. For the DLP, 9.10.1.7, 9.10.1.8, 9.10.4, and 9.10.5 in the Collective Bargaining Agreement (CBA) shall be held in abeyance. To be considered compliant, a proposed schedule must include the minimum number of instructional minutes and daily live interaction minutes as specified in this MOU and elementary prep time must be provided outside of those minutes. For this process during the DLP, Article 9.10.1 Shall read: "In order to choose between the Default Bell Schedule and another bell schedule during the DLP, the following procedures must be followed prior to implementation:" Time labeled "Flex / Prep / Planning" is teacher-directed time to:

- Plan lessons, course content, independent assignments, daily live interaction, etc.
- Prepare materials
- Monitor student progress
- Grade student work
- Respond to emails / communicate with families
- Hold IEPs, 504s, SST and CARE team meetings.
- Professional Development
- Collaboration with Families
- Collaboration with Site Personnel
- Bargaining unit members are not prohibited from, nor required to provide daily live interaction during this time.

The approved schedules will be posted on the school site website, along with direct links to individual teacher's Google Classroom.

g. Should a teacher need to cancel a session of daily live interaction due to technical difficulties or due to unforeseen circumstances, students and parents will be notified with the maximum notice possible and the daily live interaction must be made up within one week. This does not apply to situations when a bargaining unit member is on sick leave, including a sick day, discretionary day, or other leaves included in section 19.1 of the CBA.

h. Bargaining unit members shall not be required to provide personal email, personal cell phone numbers, or home phone numbers in communications with parents, students, or district employees.

i. During the DLP, information from site administrators / immediate supervisors will be communicated via district email. Required meetings will follow the schedule outlined in Article 9.2 in the Collective Bargaining Agreement, and will be held virtually. These meetings will be calendared for the 2020-21 school year prior to August 13, 2020, and that calendar will be provided to all bargaining unit members at the site by August 13, 2020.

j. During the DLP all meetings, including IEPs, SSTs, 504s, CARE meetings, staff meetings, parent teacher conferences, Back to School Night, and site or district professional development will be held virtually and eligible bargaining unit members will be compensated accordingly per the CBA and the Supplemental Compensation Schedule/ Appendix A, for participation in any such meetings.

k. The minimum number of instructional minutes each school day is listed below. This time is for learning, connecting, engaging, and supporting students through print and digital content, independent work, and instruction to ensure a maintenance of learning:

- i. PK-Kindergarten 180 minutes daily
- ii. 1-3rd Grade 240 minutes daily
- iii. 4th-5th Grade 240 minutes daily
- iv. 6th -12th Grade 240 minutes daily

Teachers will provide the following amounts of daily live interaction on Monday, Tuesday, Thursday, and Friday:

- PK 60 minutes
- TK-K 90 minutes
- 1-3rd Grade 120 minutes
- 4-5th Grade 120 minutes
- 6-12th Grade 120 minutes

Teachers will provide the following amounts of daily live interaction on Wednesday:

- PK 30 minutes
- TK-K 45 minutes
- 1-3rd Grade 60 minutes
- 4-5th Grade 60 minutes
- 6-12th Grade 60 minutes

The Parties agree to meet and re-negotiate the number of daily live interaction minutes on or about September 17, 2020.

During the DLP bargaining unit members are not required to provide more than the minimum number of instructional minutes for their grade /class.

Per Article 9.1, Bargaining Unit Members will use the time in their bell schedule beyond the minimum instructional minutes listed above for the following: preparation time, progress monitoring grading, small group instruction, meetings, trainings, collaborating with peers, distance learning preparation, professional development, IEPs, 504s, SSTs, CARE, and/or communicating with families.

l. Bargaining unit members will deliver content and instruction that is aligned to grade level standards, at a level of quality and intellectual challenge substantially equivalent to in-person instruction. This content may include print and digital curriculum. The District will provide all bargaining unit members access to print and digital curriculum for students that is aligned to grade level standards, and at a level of quality and intellectual challenge substantially equivalent to in-person instruction, as well as the teacher's

editions, guides, resources, ancillaries, etc. for this curriculum. This includes bargaining unit members who work with students with IEPs and students who are English Learners. Bargaining unit members may exercise their professional autonomy to supplement this curriculum with other content. Bargaining unit members have the option to have students use print textbooks, workbooks, paper packets and other realia.

m. Students will be graded on the work they complete during the DLP. Students in grades TK-5 will receive grades using the adopted standards-based report card. Students in grades 6-12 will receive letter grades using the A-F system. Following further guidance from the California Department of Education (CDE), State Superintendent of Public Instruction (SSPI), or Governor, the District will provide the bargaining unit members guidance for additional options for grading to ensure equity per Board policy.

n. Any 12th grader, who is in danger of failing shall be notified of such danger in writing according to established MDUSD Administrative Regulation procedures and the report shall be mailed with evidence of receipt returned to the school.

o. Pursuant to MDUSD Administrative Regulation 5121, and in line with Education Code 49067, each secondary student in danger of failing shall be notified in writing. This notification will take place at the progress report time. For any senior level student who is in danger of failing, teachers will work to connect with the student and parent to discuss engagement and work completion during the DLP.

18. During the DLP the District shall ensure students receive:

18.1 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.

18.2 Special education, related services, and any other services required by a pupil's individualized education program pursuant to Section 56341, including a description of the means by which the individualized education program will be provided under emergency conditions, in which instruction or services, or both, cannot be provided to the pupil either at the school or in person for more than 10 school days, with accommodations necessary to ensure that individualized education program can be executed in a distance learning environment.

18.3 Designated and integrated instruction in English language development pursuant to Section 11300 of Title 5 of the California Code of Regulations for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning.

19. The District will confirm or provide that all students have access, connectivity, and devices on which to access digital curriculum materials and the internet. No bargaining unit member will be required to distribute or collect technology, textbooks, or workbooks. All materials traditionally distributed by Instructional Media Assistants will continue to be so distributed. For materials other than technology, textbooks, and

workbooks that are traditionally distributed by bargaining unit members, systems will be developed collaboratively between bargaining unit members and site admin at each site, whereby materials will be distributed to students without any required contact between bargaining unit members and students or those people picking up materials on their behalf. These systems will be communicated in writing to all bargaining unit members at the site as soon as they are developed.

20. The District will confirm the student has access to a functioning computer and reliable internet access and that the emails and phone numbers for all parents/guardians and students are valid. The District will provide bargaining unit members access to this information for each student in their class(es) / on their caseload.
21. Bargaining unit members shall take attendance daily. A pupil who participates in distance learning on a schoolday shall be documented as present for that schoolday. Pupils' participation that happens after school hours will be used to take attendance for that day, but will be entered into AERIES the following day. A pupil who does not participate in distance learning on a schoolday shall be documented as absent for that schoolday. Daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between employees of the District and pupils or parents or guardians.
22. The Bargaining Unit Member shall ensure that 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.
23. The District and/or site administrators shall develop written procedures for tiered reengagement strategies for all pupils who are absent from distance learning for more than three schooldays or 60 percent of the instructional days in a school week. These procedures shall include, but are not limited to, verification of current contact information for each enrolled pupil, daily notification to parents or guardians of absences, a plan for outreach from the school to determine pupil needs including connection with health and social services as necessary. These procedures are the work of employees who are not classroom teachers. Those employees will be responsible for carrying out these procedures.
24. The District will continue to convene a teacher-led task force across grade levels with a diverse group of teachers from across the district to create a distance learning scope and sequence, to digitize Board-approved curriculum, supplemental curriculum, and standards-based assessments. The members of this task force shall be paid at the Curriculum Development hourly rate for work performed outside of the regular site time.
25. All MDEA bargaining unit members are vital to student success. This includes those who work in positions other than classroom teacher. This includes those who work at multiple sites. This includes those who provide push-in and pull-out services. This includes elementary prep providers.

Bargaining unit members in jobs other than classroom teachers shall have only one district-directed meeting a month, one district-directed job-alike meeting a month, and other weekly meetings shall be collaboration, including attending meetings at sites they

are assigned to, at the bargaining unit members' discretion with each meeting not to exceed the number of minutes in accordance with section 9.2.1 of the CBA.

Bargaining unit members assigned to more than one site will be emailed or have access to the minutes from all site, department, grade level, etc. meetings that apply to them by the site administrator.

Speech Therapists, Resource Specialists, EL Support Teachers, Adapted Physical Education Teachers, Teacher Librarians, Vocal Music Teachers, and other prep providers shall be added to all classroom teachers' Seesaw and/or Google Classrooms at all sites they are assigned to, as co-teachers in order to efficiently collaborate and deliver instruction.

26. Counselors: will follow the assigned schools Bell Schedule and will be required to perform a variety of tasks during the DLP including:
- a) Provide online counseling resources and Social Emotional Learning Lessons, activities and resources for students and families
 - b) Work with site leaders and staff to support distance learning efforts, including outreach to unengaged students.
 - c) Maintain a collective schedule of office hours to cover the school day
 - d) Provide consultation and counseling for small groups
 - e) Provide social skills support groups for small groups
 - f) Assist students in developing a 4 year plan and career exploration
 - g) Work to seek solutions for students with potential credit deficiencies
 - h) Provide support and guidance to staff on Social Emotional Learning, trauma informed practices, culturally responsive environment and engagement
 - i) Provide support and guidance to parents on social emotional health, academic advisement, college and career planning and supporting students in distance learning
 - j) Attend required professional development
 - k) Collaborate and connect with other support providers at the site
 - l) Counselors may work with admin to craft staggered schedules that could include reaching out to parents and/or student outside of bell schedule hours. No Counselor shall be regularly scheduled to work outside of bell schedule hours.

The district shall provide all counselors professional development in topics relevant to our current situation.

27. Special Education:
The District shall review services outlined in IEPs and 504s and determine and provide required curriculum, materials, technology, software, hardware, and training to ensure this curriculum and these services are appropriate and can be delivered in a distance learning model. (Ex. SLPs provided with headphones with a microphone for audio communication.) This includes access to standardized assessment tools for

initial/triennial assessments, and access to training that specifically addresses how distance learning platforms can be accommodated and/or modified for students with special needs.

28. Speech Language Pathologists will follow the assigned schools Bell Schedule, with flexibility to make appropriate changes, and will be required to perform a variety of tasks during the DLP including:
- a) provide daily live services via push-in or individual / small group services. Equipment and training will be provided as required to provide these services.
 - b) collaborate with general education teachers on learning modifications and accommodations
 - c) provide general education teachers and other special education providers with information regarding IEPs for students on their caseload
 - d) complete triennial reviews. Should assessment need to occur, options will be available, including online assessment
 - e) prepare and hold IEPs as required
 - f) respond to email from parents and staff regarding students' IEPs

Speech Language Pathologists shall be provided with their own personal assessment kits to reduce sharing and exchange of materials.

The speech-language service minutes needs of students may be adjusted with use of a Distance Learning Plan amendment to the IEP to reflect benefits and potential harmful effects of services in the distance learning format with parent consent.

Speech Language Pathologists may recommend services be provided through a variety of models including push-in, direct services, small group or pull out models by utilizing the Distance Learning Plan amendment in the IEP process to reflect benefits and potential harmful effects of services in the distance learning format with parent consent.

29. Resource Specialists / Special Day Class Teachers/ Intervention Teachers will follow the assigned schools Bell Schedule and will be required to perform a variety of tasks during the DLP including:
- a) provide daily live interaction to the same extent as their grade level peers
 - b) collaborate with general education teachers on learning modifications and accommodations
 - c) provide general education teachers and other special education providers with information regarding IEPs for students on their caseload
 - d) complete triennial reviews. Should assessment need to occur, options will be available including online assessment
 - e) prepare and hold IEPs as required
 - f) respond to email from parents and staff regarding students' IEPs.

Elementary Resource Specialists / Intervention Teachers providing 1:1 instruction via a distance learning platform shall establish the level of service via a Distance Learning Plan through the IEP process with parent consent.

Resource Specialists / Intervention Teachers shall have weekly planning time with general education teachers by subject matter or grade level, prior to the subject matter or lessons being taught.

30. Teacher Librarians:

Teacher Librarians will push into the classrooms for library time. This time is not prep time during the DLP. Classroom teachers and Teacher Librarians will co-teach during these times.

At the elementary level, a set schedule for library instruction shall be developed in order to avoid any conflicts with class schedules and ensure that all students receive direct instruction from librarians.

Teacher librarians and classroom teachers will promote the use of e-books, e-resources and databases to maintain student learning and reading when access to the physical library is not possible.

Each librarian will designate an area for quarantined books and other library materials. The materials will remain in quarantine for 72 hours before any further contact.

31. Alternative Education:

Alternative Education classroom instruction sizes, and Independent Study and Home Study caseloads, will follow county guidelines and are not to exceed 25 students per teacher. This agreement is non-precedent setting.

Re-engagement strategies are of an increased importance in alternative education settings, and if there is no contact/communication with a student/family over the course of a week of distance learning, teachers will refer to/alert attendance liaisons, CWAs, administration, and/or counselors for follow-up with the student/family.

32. Music:

The District shall provide students with the same access to music curriculum and instruction, taught by credentialed music teachers, as provided in 2019-2020 school year. This time is not prep time during the DLP. Classroom teachers and Music Teachers will co-teach during these times.

Administrators will consult / collaborate with Music Staff to set reasonable and safe expectations regarding performances of any type during the DLP.

33. All requirements of students in PE, music, and elective courses, will be the same as other subjects.

34. The District shall provide all necessary equipment for bargaining unit members to deliver distance learning from District school sites. This includes ensuring all bargaining unit members have a district laptop. Bargaining unit members may take their District provided equipment from their work site in order to work remotely. Check-out and

inventory control procedures shall be followed for any item subject to such procedures. In the event a unit member does not have access to the necessary equipment to deliver distance learning, the unit member will immediately notify their site administrator of that situation. Bargaining unit members shall not be liable for damage to district equipment when it is used for District work purposes, but are otherwise responsible for the equipment. If a bargaining unit member chooses to provide printed materials to students, they will follow existing processes, or newly instituted processes, and the District shall be responsible for printing and making arrangements for the distribution of such materials to students.

35. The District shall ensure bargaining unit members have the appropriate technology support and access in their District classroom / District office space / District work space to adequately provide distance learning by August 13, 2020. Bargaining unit members who work from home will ensure they are able to adequately provide distance learning by August 17, 2020, and if contact with their devices is necessary to enable technology support and/or access it will happen at a District site.
36. During the DLP the District will provide a safe, clean school/district location to work with connectivity and access to district technology, printers, and phone lines bargaining unit members can use to communicate with students and their families
37. No bargaining unit member shall be required to pay out of pocket for any training or professional development required by the District during the DLP.
38. Bargaining unit members shall receive professional development on the use of technology and the delivery of instruction via distance learning. Professional development shall take place virtually prior to the implementation of any specific district recommended program, platform, etc. Teachers will notify administrators if they require training prior to implementation of a distance learning program.
39. The District will establish and communicate to all bargaining unit members training on Google Classroom and on SeeSaw for teachers assigned to grade PK-2.
 - a) This training will be differentiated for beginning, intermediate, and advanced levels for each of the following groups: PK-2nd grade, 3-5th grade, and 6-12th grade.
 - b) Members will have flexible choice among several time and date options.
 - c) These trainings will be made available between 8:00 AM and 3:00 PM.
 - d) The District will make every effort to provide troubleshooting sessions to any bargaining unit member who requests them.
40. Upon request from a bargaining unit member, site administration and other site support staff will support the bargaining unit member in connecting with students who are not connecting regularly to distance learning during the DLP.
41. The District will ensure distance learning is provided to students whose teacher is on leave for any period of the DLP through the use of substitute teachers, administrators and other district support staff. No bargaining unit member will be required to substitute/cover for another. If any bargaining unit member volunteers to substitute/cover

for another bargaining unit member they shall receive any and all applicable pay outlined in the Collective Bargaining Agreement, including in 9.8.2 and 9.8.3.

42. All class size and caseload agreements in the Collective Bargaining Agreement will continue to apply. This includes class size and caseload maximums and class size and caseload overages.
43. All grievance procedures in the Collective Bargaining Agreement will continue to apply.
44. No bargaining unit member shall be evaluated during the DLP through October 31, 2020. If the DLP lasts beyond October 31, 2020 the Parties will meet to negotiate evaluation timelines-and processes for the 2020-2021 school year.
45. Bargaining unit members who provide service in other areas besides classroom instruction, including counselors, librarians, speech pathologists, and others etc. are asked to work within their specialty areas to continue to connect, engage and support the students they serve as outlined in item 17. Bargaining unit members who provide prep at the elementary level will work collaboratively with site admin. to develop work schedules / prep schedules. These work schedules / prep schedules will be shared with affected classrooms teachers immediately upon completion. Prep providers and classroom teachers will collaborate to ensure prep providers have access to classes of students during the times they will work with them. Elementary Instrumental Music teachers will work collaboratively with 4th and 5th grade teachers and site admin. to develop work schedules. These work schedules will be shared with affected 4th and 5th grade teachers immediately upon completion. CBA negotiated prep times will be clearly documented in the site's weekly schedule for all teachers.
46. Bargaining unit members will be allowed to apply for leaves of absence at any time during the DLP.
47. If any bargaining unit member is directed to be absent from their specific school or worksite by order of any Federal, State, or local agency, including the District, the bargaining unit member shall also receive full pay and benefits for so long as the Federal, State, or local agency, including the District, requires and or recommends the closure of the school or work-site to employees at that location, and the bargaining unit members shall continue to provide DLP services remotely. In such cases, the District will ensure bargaining unit members have the materials needed to continue to provide DLP services remotely. No bargaining unit member will be charged sick leave or docked pay due to a school or worksite being closed to employees for health and safety reasons, where the bargaining unit member continues to provide the DLP services remotely.
48. The District will comply with the Families First Coronavirus Response Act (FFCRA), H.R. 6201 as required by law. FFCRA provisions will apply from April 1, 2020 through December 31, 2020, unless otherwise specified by law-
49. Prior to opening any district site for use by bargaining unit members the District will:
 - a) communicate to bargaining unit members when their worksite has been cleaned and sanitized and is safe and ready for bargaining unit members to return.

- b) establish, publish, and carry out sanitation cleaning protocols by appropriately trained and skilled individuals whose job descriptions include cleaning.
 - c) follow Occupational Safety and Health Administration (OSHA), Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH), California Department of Education (CDE), Contra Costa Health Services (CCHS), and any other authorities' guidance for schools to ensure that every classroom / office / work space and bathroom has been cleaned and sanitized, including every desk, door, and work surface, and that each is cleaned and sanitized daily thereafter during the coronavirus outbreak.
 - d) ensure that all sinks in classrooms, work spaces, and common areas are functioning with running water and proper drainage, and are kept stocked with paper towels, and soap or hand sanitizer.
 - e) follow OSHA, CDC, CDPH, CCHS, and any other authorities' guidance for schools in providing hand soap or hand sanitizer for every work-site and bathroom, and sanitizing materials around every campus, and access to hand sanitizer in common areas on campus.
 - f) follow OSHA, CDC, CDPH, CCHS, and any other authorities' guidance for schools to ensure that all technology, musical instruments, books, and other items that were lent and returned during the 2019-2020 school year have been thoroughly cleaned and sanitized before being returned to classrooms, libraries, technology labs, etc.
 - g) Before unit members return to sites the Principal will welcome the lead MDEA Site Representative, or their designee, to walk through their site together to view the cleanliness level.
50. For any item in this memorandum of understanding, if there is not full agreement between OSHA, CDC, CDE, CDPH, CCHS and any other authorities' guidance, the district will endeavor to follow the most supportive, most thorough, more protective guidance, with the understanding that the MDUSD Board of Trustees will make the final decision.
51. New Staff Orientations: The District will follow the terms of Article 2, tailoring new staff orientations to a virtual setting. That includes the terms that the Association and the District shall jointly plan the annual District New Staff Teacher Orientation day. The agenda for the New Staff Teacher Orientation day shall be structured to ensure the Association is provided forty-five (45) minutes of access to newly hired MDEA bargaining unit members.
52. The members of the MDEA bargaining team shall each receive a stipend of \$145 a day prorated for each non-work day spent bargaining during the summer of 2020 and during the 2020-2021 school year when bargaining with the District team regarding reopening school phases or mediation of the tentative agreement.
53. This memorandum of understanding and its content will be communicated consistently and broadly by the District administration to every site administrator, and all employees.

54. Unit members agree not to accept or continue in any job, consulting work, volunteer work, directorship, or employment during the unit member's working hours as specified in the CBA, without the prior written approval of the Chief, Human Resources. Government Code 1126 and some MDUSD board policies are applicable to this situation.
55. The following items will be communicated consistently and broadly by the District administration to every site administrator, and all employees:
 - a) expectations of special education assistants
 - b) expectations of classroom assistants
 - c) instructions for accessing District provided translation services
56. Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to environmental changes that might affect the health and safety issues set forth in this MOU as needed.
57. The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, and the District community as events continue to unfold during the pandemic.
58. All components of the current Collective Bargaining Agreement between the Association and the District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting, and will apply during any distance learning phase in the 2020-2021 and may be extended and/or amended into the 2021-2022 school years with the agreement of both Parties.
59. Violations of this MOU shall be subject to the grievance article of the Collective Bargaining Agreement between the Parties.
60. This MOU is subject to ratification by the District's Governing Board and MDEA.

Appendix 1

Functioning under the following bell schedules, bargaining unit members shall have autonomy in determining how to structure instructional minutes; that includes autonomy in determining what form daily live interaction will take.

Bargaining Unit Members will use the “Flex / Prep/ Planning” time to:

Plan lessons, course content, independent assignments, daily live interaction, etc.; Prepare materials; Monitor student progress; Grade student work; Respond to emails / communicate with families; Hold IEPs, 504s, SST and CARE team meetings; Professional Development; Collaboration with Families; Collaboration with Site Personnel

Default Bell Schedule – Elementary – Grades PK-K

Teachers will include one 15-minute break within either of their daily “instructional time” slots

	Mon.	Tues.	Wed.	Thurs.	Fri
8:00-9:00	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning
9:00-11:15	Instructional time	Instructional time	Daily live interaction and Progress & Daily Participation Monitoring	Instructional time	Instructional time
11:15-11:45	Lunch	Lunch	Lunch	Lunch	Lunch
11:45-12:15	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning
12:15-1:15	Instructional time	Instructional time	Virtual Office Hour	Instructional time	Instructional time
1:15-1:55	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning
1:55-2:55	Virtual Office Hour	Virtual Office Hour	Meeting	Virtual Office Hour	Virtual Office Hour

180 min instructional minutes daily

PK 60 minutes daily live interaction (M/T/TH/F)

30 minutes daily live interaction (W)

TK-K 90 minutes daily live interaction (M/T/TH/F)

45 minutes daily live interaction (W)

Default Bell Schedule – Elementary – Grades 1-5

Teachers will include two 10-minute breaks within either of their daily “instructional time” slots

	Mon.	Tues.	Wed.	Thurs.	Fri
8:00-9:00	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning
9:00-11:10	Instructional time	Instructional time	Daily live interaction and Progress & Daily Participation Monitoring	Instructional time	Instructional time
11:10-11:40	Lunch	Lunch	Lunch	Lunch	Lunch
11:40-12:10	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning
12:10-1:20	Instructional time	Instructional time	Virtual Office Hour	Instructional time	Instructional time
1:20-2:20			Flex / Prep / Planning		
2:20-2:55	Virtual Office Hour	Virtual Office Hour	Meeting	Virtual Office Hour	Virtual Office Hour

240 min instructional minutes daily

120 minutes daily live interaction (M/T/TH/F) 60 minutes daily live interaction (W)

Default Bell Schedule – Secondary – 7 Period Grades 6-8

	Mon.	Tues.	Wed.	Thurs.	Fri
8:00-9:00	Flex / Prep / Planning / 0°	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning / 0°	Flex / Prep / Planning
9:00-10:00	1°	5°	Daily live interaction with Wed. DLI groups* and Progress & Daily Participation Monitoring	1°	5°
10:05-11:05	2°	6°		2°	6°
11:05- 11:35	Lunch	Lunch	Lunch	Lunch	Lunch
11:35-12:05	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning
12:10-1:10	3°	7°	Flex / Prep / Planning	3°	7°
1:15-2:15	4°	Flex / Prep / Planning	Virtual Office Hour	4°	Flex / Prep / Planning
2:15-3:00	Virtual Office Hour	Virtual Office Hour	Meeting	Virtual Office Hour	Virtual Office Hour

Teachers in all 7 periods will assign at least 10 minutes of additional independent work to be completed on Tuesday and Friday, ensuring students have at least 240 instructional minutes on all five days. For Wednesdays, teachers will assign students in each class 35 minutes of independent work.

Sites that only wish to reorder periods without rearranging time slots do not need to have a schedule vote.

*Wednesday Daily Live Interaction (DLI) groups are decided by each individual site and may be: advisory groups, homeroom groups, peak hour groups, weekly rotating course period meetings, etc.

240 min instructional minutes daily

120 minutes daily live interaction (M/T/TH/F) 60 minutes daily live interaction (W)

Default Bell Schedule – Secondary – 8 Period Grades 6-8

	Mon.	Tues.	Wed.	Thurs.	Fri
8:00-9:00	Flex / Prep / Planning / 0°	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning / 0°	Flex / Prep / Planning
9:00-10:00	1°	5°	Daily live interaction with Wed. DLI groups* and Progress & Daily Participation Monitoring	1°	5°
10:05-11:05	2°	6°		2°	6°
11:05-11:35	Lunch	Lunch	Lunch	Lunch	Lunch
11:35-12:05	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning
12:10-1:10	3°	7°	Flex / Prep / Planning	3°	7°
1:15-2:15	4°	8°	Virtual Office Hour	4°	8°
2:15-3:00	Virtual Office Hour	Virtual Office Hour	Meeting	Virtual Office Hour	Virtual Office Hour

For Wednesdays, teachers will assign students in each class 30 minutes of independent work.

Sites that only wish to reorder periods without rearranging time slots do not need to have a schedule vote.

*Wednesday Daily Live Interaction (DLI) groups are decided by each individual site and may be: advisory groups, homeroom groups, peak hour groups, weekly rotating course period meetings, etc.

240 min instructional minutes daily

120 minutes daily live interaction (M/T/TH/F) 60 minutes daily live interaction (W)

Default Bell Schedule – Secondary – 6 Period – Grades 9-12

	Mon.	Tues.	Wed.	Thurs.	Fri.
7:55-9:00	Flex / Prep / Planning / 0°	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning / 0°	Flex / Prep / Planning
9:00-10:20	1°	4°	Daily live interaction with Wed. DLI groups* and Progress & Daily Participation Monitoring	1°	4°
10:25-11:45	2°	5°		2°	5°
11:45-12:15	Lunch	Lunch	Lunch	Lunch	Lunch
12:15-12:45	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning	Flex / Prep / Planning
12:45-2:05	3°	6°	Flex / Prep / Planning	3°	6°
2:10-3:10	Virtual Office Hour	Virtual Office Hour	Meeting	Virtual Office Hour	Virtual Office Hour

For Wednesdays, teachers will assign students in each class 40 minutes of independent work.

240 min instructional minutes daily

120 minutes daily live interaction (M/T/TH/F) 60 minutes daily live interaction (W)

Sites that only wish to reorder periods without rearranging time slots do not need to have a schedule vote.

Continuation high schools may reduce instructional time to 180 minutes, as per SB 98, without holding a schedule vote.

For the first month of school, continuation high schools will provide the same minutes of daily live interaction as comprehensive high schools; minutes of daily live interaction will be revisited on September 17th.

*Wednesday Daily Live Interaction (DLI) groups are decided by each individual site and may be: advisory groups, homeroom groups, peak hour groups, weekly rotating course period meetings, etc.

Each of these schedules has a 1-hour block occurring mostly between 11:00 and 12:30- to ensure students have time to obtain and eat school provided meals.

For the District:

Jung Sachs 8/6/2020
 Date: *8-6-2020*
 Date: *8-6-20*

For MDEA:

Lisa Ortega
 Date: *Aug. 6, 2020*