

Memorandum of Understanding  
for 2020-2021 Distance Learning Related to COVID-19

Between Stockton Unified School District  
and Stockton Teacher Association

The Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding distance learning related to the coronavirus (“COVID-19”) pandemic and the 2020-2021 school year.

The Parties recognize the need to open the school year with distance learning to allow for comprehensive social distancing (augmented by requirements for PPE and sanitization) as recommended by public health officials to prevent the spread of illness arising from COVID-19 during the 2020-2021 school year.

The District and Association agree as follows:

***Defining “Distance Learning,” Academic Measures, and Professional Access***

1. The District and Association recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its certificated staff. For the purpose of this MOU, “distance learning” consists of instruction in which teachers and students are connected via virtual platform(s) but are in different physical locations. As in the CA Dept of Education “Stronger Together” Guidebook outlines, “Synchronous” instruction consists of real time interaction through distance learning, whereas “Asynchronous” instruction consists of students each learning the same material but at varying times/locations. The following shall each be considered forms of distance learning:
  - Synchronous (live, real-time) instruction between students and teacher. At least a portion of each day shall consist of **daily, live instruction** between each teacher and each student. This can be done as a whole class, in small groups, or individually, as long as every student is guaranteed this protected time daily while staying within the parameters of the site’s instructional schedule.
  - Student engagement via small group and one-on-one instructional support.
  - Student participation in online/offline learning experiences
  - Student completion of assignments
  - Student completion of assessments (performance tasks, papers, projects, etc.)
  - Contacts between teachers and pupils or parents or guardians.
2. Both to minimize exposure to the coronavirus and to decrease the potential for various related health risks and hardships, unit members shall not be directed or required to report to their worksite during a Distance Learning district model while students are not required to attend for on-site schooling. Unit members shall have the option to physically report to their work sites for the following purposes (under all safety, sanitization and scheduling protocols regulated by site administration):
  - to collect materials, supplies and/or equipment necessary for members to work remotely;
  - to prepare and/or deliver instruction in their classroom;

- to leverage on-site technology and instructional materials;
- to prepare take-home student learning materials (kits, print/paper materials, tactile supplies, curriculum, VAPA-related instruments/crafts/etc., realia/manipulatives, and so forth), to be collected by families in a manner paralleling meal pickups;
- if the teacher requests in-person professional support.
- Additional teacher requests should be directed to site administration in writing.

Music instruments shall have been sanitized and distributed for the term/year per CDC safety guidelines. For more tactile-based fields with material less conducive to distance learning (CTE materials, art supplies, choral music sheets, music/choral recording software, etc.), appropriate supplies are the responsibility of the District and sites to ensure are provided, to be determined collaboratively in consideration of the teacher's input to their administrator.

3. "Distance learning" must at least satisfy the minimum instructional minutes as required by AB77, as follows:

Grade	Minimum Day-no averaging
PreK	TBD in light of state bulletin
TK/Kindergarten	180
1-3	230
4-12	240
Opportunity	180
Dual enrolled in CCC or CSU	180

After accounting for daily, live instruction, teacher discretion shall prevail in how the remaining distance learning minutes are spent for the day.

4. The parties agree to enable "digital walkthrough access" to each teacher's distance-learning approach (using District-sponsored platforms) to parallel normal on-site visits to a physical classroom accordingly:
- Administrators shall have access to each distance learning space.
  - Student support personnel who are normally guaranteed access to a student's learning environment (behavior support specialists, bilingual aids, special education assists, speech language pathologists, etc.) shall likewise have equivalent access.
  - Classroom teachers also have the option to allow learning-space access to peer support (Instructional Coaches, Program Specialists, Curriculum Specialists, etc.).
  - For any general education class that includes a student with an IEP, the teacher shall add the appropriate Special Education teacher(s) in their utilized platforms (with "team teacher" or "co-teacher" roles to the extent feasible).
5. Each individual teacher's methods for delivering online instruction and interacting with students shall be determined by the teacher in collaboration with site administration to adapt throughout distance learning operations. However, the District can only guarantee substantive support for District-adopted curriculum and District-sponsored digital platforms/systems like

Google Suite, Zoom, Synergy, Illuminate, and iReady; and the District shall not mandate software, materials, or technology not formally sponsored by the District. Bargaining unit members may choose to supplement, but not replace, the District adopted curriculum. Before engaging in a non-district sponsored online platform/supplemental curriculum that could potentially infringe on student data privacy, teachers shall contact [pdcsupport@stocktonusd.org](mailto:pdcsupport@stocktonusd.org) to ensure the online platform/supplemental curriculum can be supported on the district's network, and to ensure that student data privacy measures are taken.

Mindful that many students benefit from repetition and asynchronous access, teachers are encouraged (but not required) to record lessons for student viewing. Teachers are to exercise professional discretion as to if, when, and how to make such instructional recordings, whether in advance or during instruction, as follows:

- If recordings are created during synchronous/live class time, student privacy must be respected just as for recordings in a physical classroom.
  - If recordings are created in advance, student access to such recordings does not qualify on its own as the teacher conducting daily live instruction. Such recordings may be used during daily live instruction, but only if accompanied by the teacher remaining engaged with students during that live instructional time.
6. Grading practices throughout Distance Learning shall be conducted in light of SUSD Board Policy 5121: "Grades should be based on impartial, consistent observation of the quality of the student's work and his/her mastery of course content and objectives. Students shall have the opportunity to demonstrate this mastery through a variety of methods such as classroom participation, homework, tests and portfolios." Such grading takes the needs of all students into account, including English Learners, students experiencing homelessness or other transitions, foster youth, and those with differing access to digital learning and other tools or materials.
- For grades TK-6 grading shall continue to utilize the rating scales and rubric marks as identified in SUSD Board policy.
  - For grades 7-12 specifically, grading shall continue existing District percentage ranges for letter grades, with the following options for all students: A, B, C, D, or No Mark.
7. For the distance learning model, substitute work shall digitally parallel traditional responsibilities to the greatest extent possible. Content or lesson plans remain the purview of the teacher, while the substitute shall be responsible to host, manage, and guide students, take attendance, etc.

### ***Communication, Collaboration, Privacy, and Security***

8. Teacher communication methods to families and students (phone calls, emails, texting applications, and/or other virtual platforms) shall be at the teacher's discretion. Teachers shall not be required to use or provide personal (non-District) communication information for this purpose, including cell phone numbers, email addresses, social media or any other means. Teachers shall inform families and students of their availability for providing support and clarification, whether this involves asynchronous methods (email/text/etc.) or time windows of "live" teacher availability (virtual office hours, direct phone calls, etc.).

While such communication shall generally occur within the unit member's normal contract

hours, some unit member communications shall occur outside their normal contracted work hours in alignment with Article 6.20.3.

9. Virtual staff meetings shall be scheduled and conducted in accordance with the current negotiated agreement (no more than 1 hour, every other week). Bargaining unit members who are absent due to a valid leave reason during scheduled staff meetings will be responsible for the content missed and should follow up with the site administrator.
10. Any virtual teacher collaboration meetings shall parallel existing §6.5 scope and frequency (with no more than the required 1.5 hours every other week), with any adaptations to platform and/or timing at teacher PLC team discretion and in partnership with site administration.
11. The District shall guarantee technology access to enable teachers' remote fulfillment of duties (internet access, WiFi, SUSD laptop, webcam, etc.). The District shall enable teachers on-site access to non-portable technology/materials (classroom devices like desktop computers/printers or workroom devices like copiers/paper-cutters/laminators), subject to teachers' compliance with sanitization and scheduling protocols established by the District. Accommodations for teachers who are at risk and cannot physically access technology/materials at the school site shall make arrangements with their site administrator.
12. The instructional schedule built at each school site shall:
  - be collaboratively designed by site administration in partnership with the site leadership team to honor staff input
  - comply with AB77's instructional minutes as referenced in item
  - align students with teachers to create "protected time" in which students are time-accountable to only one teacher (inclusive of co-teachers) so that teachers shall only require synchronous participation by students during the assigned protected times.
  - To maximize teacher-student connection and relational support, at least one segment of daily, live instruction (live, real-time interaction between students and their teacher) shall occur each day. All distance learning beyond this baseline is at teacher discretion.
13. Throughout distance learning, teachers shall document daily school-day participation for each student. Student participation (or lack of participation) shall be considered equivalent to the student being Present (or Absent) respectively, for the day or class period, and recorded as such by the teacher in Synergy attendance. Ways students can show "participation" for learning include all broad forms of distance learning listed in section 1.

For any student not participating in distance learning (and therefore considered "Absent" from the learning space), teachers shall intervene using methods that parallel pre-closure contexts (e.g. if a student were consistently absent, not participating in class or not completing work during a lesson under normal circumstances):

  - Contact parents/guardians to attempt to partner solutions.
  - When multiple attempts at contacting the parent/guardian go unanswered, reach out to the school's support staff for help (attendance tech, counselor, administration, CWA, etc.)
14. The parties agree to postpone the fall dates of evaluation timelines by 30 calendar days, with exact calendar dates to be identified between the Association and District to be announced as soon as possible.

### **English Learner Considerations**

15. Designated English Language Development (ELD) remains teacher-facilitated instruction under distance learning during a protected time to support English language acquisition. This is required instruction to provide English Learners (ELs) access to the Common Core State Standards (CCSS) content. ELD instruction should be sufficient to provide adequate language support to EL students. Under all circumstances, this means 30 minutes daily for K-6 and 50 minutes daily 7th-8th and 90 minutes daily for 9-12 grade. ELD Schedules will be required.

### **Special Education**

Special Education teachers shall work collaboratively with core content teachers via virtual platform(s) to adapt learning experiences to meet the needs of students in a digital learning environment. This includes ensuring accommodations, modifications, and the appropriateness of lessons and activities as documented in the student's IEP. Per section 4, RSP Teachers shall be added (specifically as a team-teacher or co-teacher when feasible) to the general education teacher's classroom's digital platform.

- a. Students with moderate to severe disabilities will be provided continuity of learning through a variety of distance learning resources, as appropriate to enable all students' access to the same learning opportunities.
  - b. Related Service Providers (Adapted PE, etc.), will prepare appropriate distance learning activities that can be performed at home.
  - c. Resource teachers (inclusive of grades K-8 & grades 9-12), in collaboration with site administrators, shall determine how service minutes will be delivered in compliance with the student's IEP. (i.e. a RSP teacher may hold "pull out sessions" to deliver instruction via a virtual platform, and/or "push in" in coordination with the general education teachers digital classroom)
16. Virtual tools shall be used to hold any necessary annual IEP meetings and triennial meetings (in which the assessments have been done by all parties listed on the signed assessment plan) to meet and collaborate on a student's IEP. Triennials and initials requiring assessment in person shall only be conducted by scheduled appointment, following PPE guidelines and social distancing to the greatest extent possible to comply with Federal timelines.

During any time that school sites become reopened (in hybrid or in full), all initial IEPs requiring assessment shall be held in accordance with Federal timelines. In specific cases (to be determined in collaboration with site administration), IEP assessments and meetings may be held in person only by observing current guidelines pertaining to PPE and social distancing.

17. Any in-person assessment must be conducted by scheduled appointment following all health guidelines (PPE, distance, etc.). During the initial period of processing the postponed assessment backlog, hourly pay shall be provided to those doing the assessments if doing so requires time outside of the contractual work day. Operational tasks will need to be determined by Special Education and school sites.

**Indicators/Procedures for Return**

- 18. All facilities shall continue to be sanitized according to state and county agency regulations, including full compliance with Cal-OSHA guidelines, and inclusive of all existing and freshly-updated regulations regarding COVID mitigation. Pertinent elements of SB98 (e.g. pertaining to sanitization, COVID mitigation, etc.) shall likewise be attended to.
- 19. Upon the State/County/District determining schools are safe to reopen and the District announcing a timeframe for planned return, the parties agree to immediately initiate negotiations on the impacts including but not limited to sanitization/preventative health procedures, possible adjustments in teacher evaluations or reports impacted by distance learning vs in-person.

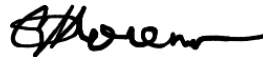
All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this agreement shall remain in full effect. This MOU is being entered solely under the context and circumstances of the COVID-19 epidemic, sets no precedents, and shall only be extended or modified by mutual written agreement. The District and/or Association reserve the right to negotiate any additional impacts related to COVID-19.

For the Association:

For the School District:



Brian Biedermann



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





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