

MEMORANDUM OF UNDERSTANDING
BETWEEN
STOCKTON UNIFIED SCHOOL DISTRICT
AND
STOCKTON TEACHERS ASSOCIATION
REGARDING DISTANCE LEARNING RELATED TO COVID-19

Friday, May 8, 2020

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. This “distance learning” MOU shall function in tandem with the “health & safety during school closures” MOU signed in March.

The Parties recognize the need to extend school site closure (“emergency school site closure”) and use distance learning to allow for social distancing with continued instruction, as recommended by public health officials to prevent the spread of illness arising from COVID-19 during the 2019-2020 school year.

The District and Association agree as follows:

Defining “Distance Learning,” Academic Expectations, and Assessment

1. The parties recognize that any teacher evaluations for 19-20 finished by the time school site closures began (after March 13, 2020) are valid. All evaluative observation is suspended for the full time of school site closures. Evaluations may be finished virtually by mutual consent of the teacher and evaluator only if no further observations are conducted or applied to the evaluation.
2. 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” can take a variety of forms, but always refers to instruction in which the student and instructor are in different locations and does not require unit members to physically report to their work sites to deliver instruction.
3. To jointly honor the needs for both instructional leadership and professional teacher autonomy, the parties agree to collaboratively enable District “digital walkthrough access” to each teacher’s distance-learning approach (using District-sponsored platforms) in a mutual effort to parallel the more familiar school classroom experience of adult professionals collaboratively supporting student learning. Any such access shall be non-evaluative, instead intended to parallel normal physical visits to a physical classroom for support purposes.
4. Teachers are encouraged to creatively explore best practices both collaboratively and individually under the shared goal of instructionally supporting every student. Each individual teacher’s methods for delivering online instruction (inclusive of, but not necessarily limited to, platforms such as Google Classroom, ClassDojo, direct access to various formats of online documents, etc.) shall be determined



by the teacher in collaboration with site administration to adapt throughout emergency school site closure. The District can only guarantee substantive support with District-sponsored digital platforms.

5. While Distance Learning may include new material, students shall be “held harmless” and not receive a lesser grade as a result of engaging in distance learning with new material during this unprecedented time (refer to SUSD Guidance on [Assessment, Grading and Attendance](#)). This aligns with the State Superintendent of Public Instructions’ (SSPI) recent statements that assessments should not be used during this time as a summative measure, but rather as a formative measure to gauge instruction and areas where students may need support.

Communication, Collaboration, Privacy, and Security

6. Bargaining unit members shall engage with District email. Teacher communication methods to families and students (phone calls, emails, texting applications, and/or other virtual platforms) shall be at the teacher’s discretion. Bargaining unit members 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. Unit members shall inform families and students of their availability to provide support and clarification. Scheduling “live” teacher availability (“virtual office hours”), whenever directed to occur, shall be:
 - a. offered on a weekly basis
 - b. within the teacher’s normal contract hours
 - c. once established, only altered by mutual consent of administration and the teacher

Teachers may exercise discretion to conduct additional communications (including “virtual office hours” and otherwise) outside their normal contracted work hours based on the teacher’s perception of student/family needs.

7. Teachers shall not be required to work beyond their regular contractual teaching hours.
 - In addition, teachers shall be given a contact free opportunity to clean their classrooms on or before 05/28/20 to be scheduled with site administration.
8. Pursuant to the required mutual consent (stipulated in Ed Code Section 51512) of teachers and administration for recording devices impacting classroom instruction, teacher use of live video lessons is encouraged but not mandatory. Other engagement options include pre-recorded video, live or recorded audio, written guidance, and linked multimedia related to the course curriculum.
http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=EDC§ionNum=51512
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. In alignment with item 5 from the “health & safety during school closures” MOU (signed in March), the District shall continue guaranteeing teacher technology access for the fulfillment of their duties (internet access, WiFi, SUSD laptop, etc.).
12. Bargaining unit members may choose to supplement, but not replace, the district adopted curriculum.
13. Bargaining unit members will be expected to provide instruction, resources, and support to students through distance learning to uphold continuity of care as an experienced educational norm for Stockton families. Considering the personal obligations presented by the COVID-19 pandemic (e.g. members’ own childcare), bargaining unit members shall only be expected to maintain or communicate an overall schedule of times (whether daily or weekly) to the best of their ability.
14. Given the absence of a “bell schedule” coupled with the disruptive impact of the current crisis on students’ family lives, the following time windows shall serve as guidelines for customizing student engagement intensity. Bearing in mind that Distance Learning can include various activities (screen time, homework, reading, etc.), all parties recognize the need for sensitivity in how “total time” should include enough engagement to keep students meaningfully connected while also not overburdening them.

| Level | Average minutes/day |
|---------------|---------------------------------|
| Pre K | 20-60 |
| TK-K | 30-90 |
| 1-2 | 45-90 |
| 3-5 | 60-120 |
| 6-8 | 15-30 per class (90-180 total) |
| 9-12 (trad'l) | 20-45 per class (120-270 total) |
| 9-12 (4x4) | 30-70 per class (120-270 total) |

Teachers will support students in preserving the progress made prior to school closures and enable them to demonstrate further learning in ways that are appropriate to the context of their learning environment. This includes taking into account the needs of all students, including English Learners, homeless, foster youth and those with differing access to digital learning tools.

During distance learning SUSD educators are to monitor student participation and engagement, focusing on how students demonstrate involvement and contribute to the learning space. Ways students can show participation for learning include, but are not limited to, the following examples:

- Participating in a facilitated learning session,
- Commenting on a class post (Zoom, Google Classroom, DoJo, etc.),
- Submitting an assignment (Zoom, Google Classroom, DoJo, etc.), or
- Joining a teacher’s Google Hangout, Zoom, etc.

15. The coursework provided to students shall have the intention of promoting continuity of learning (enrichment, intervention, exposure to new material, and/or review) while students are not physically attending school. Recognizing the need to adapt this to the changing life situations of students and their families, the pace of instruction shall likewise be adapted throughout school closures by each teacher in collaboration with site administration and/or instructional coach.

Special Education

16. Acknowledging current constraints, a concerted effort will be made for Special Education teachers to 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.
 - 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.
17. 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. Once school sites reopen, all initial IEPs requiring assessment will be held in accordance with Federal timelines.

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 sets no precedents and shall expire in full on June 30, 2020, unless extended by mutual written agreement.

For the Association





For the School District







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| DOCUMENT ID | 700b01e9db182410905394aee3956af3ff9b5ade |
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05 / 13 / 2020
19:20:38 UTC

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19:20:38 UTC

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