

**MEMORANDUM OF UNDERSTANDING
BETWEEN CUPERTINO UNION SCHOOL DISTRICT
AND CUPERTINO EDUCATION ASSOCIATION**

**DISTANCE LEARNING INSTRUCTION AND PROTOCOLS FOR 2020-21
DURING THE CORONA VIRUS/COVID-19 ENVIRONMENT**

This Memorandum of Understanding (MOU) between the Cupertino Union School District (CUSD or District) and the Cupertino Education Association (CEA or Association) defines the negotiated changes and additions to the July 1, 2019–June 30, 2022 CEA-CUSD contract regarding the effects of Phase One Distance Learning for the 2020-2021 academic year during a COVID-19 environment. This Agreement is based upon our shared interests as listed below. Additional MOUs will be negotiated and agreed to by both parties prior to transitioning to any in-person learning model (e.g., by grades, schools, or other defined student cohorts).

I. Shared Interests:

- Safety of staff and students
- Equitable, rigorous, and meaningful learning experience for all students
- Flexibility in teaching (delivery of instructions)
- Interested in doing extended distance learning to provide robust learning experience for students for at least the first trimester or semester
- Having easily navigated systems for students and teachers
- Consistency of learning experiences for all students across the District, as well as honoring flexibility of instruction for teachers
- Clear protocol of communication (ongoing dialogue) between parent, teacher, and administration

II. Measures for Unforeseen Future of Coronavirus and COVID-19

1. Given the unforeseen future of the continued spread or containment of the coronavirus and COVID-19, and the lack of either party's ability to control many aspects that will affect our shared interests, both parties retain the right to revisit this MOU and use our Interest Based Bargaining process to readdress issues in furtherance of our shared interests above.

III. Distance Learning

1. CUSD shall begin the 2020-21 school year in Phase One: Distance Learning. Any request by the District for a waiver to enable in person instruction shall comply with state guidance including consultation with CEA and other labor groups prior to filing for such waiver. ([Appendix A](#))

2. Subject to section 1 above, the District shall continue in Phase One until at which time all relevant state and local health agency requirements have been met and other conditions as defined by the CUSD Board of Education. In any event, Distance Learning shall remain in place for the first semester of the school year (i.e. through January 8, 2021).
3. When transitioning out of Phase One, some CUSD families may choose to keep their students in full distance learning, and some unit members in the defined high-risk categories may request to stay in full distance learning as well. The District shall endeavor to minimize the reassignments and transfers of members due to student and teacher changes in previously assigned classes, and use the current language in Article 6, in collaboration with the Association, for this process. Any further MOU language needed for this unique situation shall be negotiated and addressed in the Hybrid Learning MOU.
4. Parties agree to meet no later than October 15 to discuss and negotiate on Phase Two.

IV. Provisions by First Teacher Workday, August 10, 2020

1. The District shall provide access to teachers' classrooms and shared site workspaces no later than August 10, 2020 and throughout the contractual academic year. Staff who elect to access District work sites in conjunction with delivering distance learning must follow CUSD, County and State orders and guidelines regarding COVID-19. Staff who are required to or elect to access District work sites in conjunction with delivering distance learning must follow CUSD, County and State orders and guidelines regarding COVID-19. CUSD is responsible for maintaining adherence to Phase 1 Reopening and Safety Guidelines ([Appendix B](#)) or subsequent revisions based on County and State updates.
 - 1.1 Any additional safety measures, including but not limited to plexiglass partitions for in-person safety for Special Education staff, shall be defined in a supplemental Special Education MOU.
 - 1.2 As provided in Education Code sections 43500-43511, the District will provide continuity of instruction during the school year to ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery. This shall include a plan for curriculum and instructional resources that will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary. A plan is in place ensuring access to devices and connectivity for all pupils to support distance learning whenever it occurs. Section 60010(h) defines instructional materials as "all materials that are designed for use by pupils and their teachers as a learning resource and help students acquire facts, skills, or opinions or develop cognitive processes.

Instructional materials may be printed or non-printed, and may include textbooks, technology-based materials, other educational materials, and tests.” ([Appendix C](#))

- 1.3 Distribution of Instructional Materials by Staff: The site administrator will consult with FAC regarding materials distribution. The first distribution will be completed by August 21, 2020. All distributions will follow the CUSD guidelines. This schedule and process will be managed and overseen by the site administrators, and guidelines shared with staff. Subsequent distributions and students drop offs shall be decided by sites through consultation with FAC.
- 1.4 Unit members who are “at risk” regarding COVID-19 according to guidance and regulations, or for other reasons believe they cannot or should not participate in these distributions, shall notify and work with their site administrators regarding accommodations in this regard. If the matter is not resolved, unit members may contact Human Resources (HR) or CEA.
- 1.5 The District will meet the County Guidelines for Parent Education during Coronavirus/COVID-19. ([Appendix C](#))

V. Schedules and Provisions for the Three Teacher Return Days, August 10-12, 2020

1. Professional Development: During the three (3) Teacher Return to Work Days (August 10-12, 2020), the District shall provide distance learning professional development.
 - 1.1 There will be live and pre-recorded professional development opportunities and all live sessions will be recorded. Multiple sessions will be offered to support flexibility. Some professional development opportunities can be completed independently, at one’s own pace, but the mandatory sessions must be completed by District deadlines. Unit members shall be provided staff time on Wednesday Collaboration days to complete the sessions.
 - 1.2 Teachers are required to view the Keenan IPM Mandatory Video training prior to returning to their school site for the 2020-21 school year.

VI. Schedules and Provisions for the First Seven Student Days, August 13-21, 2020

1. During the first seven (7) student days, teachers will meet with their students daily and support them with instruction, progress monitoring, and community building activities to understand expectations and procedures during their block periods.
2. Teachers will assist with distribution of materials at school sites. Unit members who are “at risk” regarding COVID-19 according to guidance and regulations, or for other

reasons believe they cannot or should not participate in these distributions, shall notify and work with their site administrators regarding accommodations in this regard. If the matter is not resolved, unit members may contact HR or CEA.

- 2.1 During the time when a teacher is distributing materials, they are not required to provide synchronous instruction for their students other than for attendance.
3. Elementary teachers will hold a 1:1 Google Meet with each family/student for brief getting-to-know-you conversations (approximately 10 minutes per family)
 - 3.1 On the days these meetings are held, a modified synchronous schedule will be in place while meetings are taking place with students and parents.
4. Middle school teachers will send an introductory communication to parents to inform them how to contact teachers with any questions or concerns.
5. Middle school principals and counselors will inform teachers if any of their students received a No Mark or No Credit last spring. Teachers will work with principals and counselors to coordinate meetings for those students as needed.
6. Back to School Night may be in a recorded or Google Meet format. The date and time of Back to School Night will be determined by the Principal in consultation with FAC and will be no later than August 28, 2020.

VII. Duty Day, Instructional Minutes, and Delivery of Instruction

1. As agreed in Article 12.2.1: The required duty day shall continue to include a duty-free 30-minute lunch and duty-free 20-minute break time; however, these hours will not be required to be on-site. Teachers may choose to teach from their classroom or other location based on their individual needs, technology access, and preferences so long as they meet instructional standards and requirements.
2. Teachers shall provide instruction that meets District minimum daily instructional minutes requirements by grade levels:
 - 2.1 TK-K: 195 minutes per day
 - 2.2 1-3: 240 minutes per day
 - 2.3 4-8: 250 minutes per day
3. Teachers are expected to deliver standards content to students through a variety of methods to extend learning beyond face-to-face interactions. Recognizing the range of students in grades TK-8 and the diversity of content areas, teachers will use their professional experience, knowledge, and judgment to determine best distance learning instructional methods and practices for the various times and situations they will encounter in using both synchronous and asynchronous instruction.

- 3.1 Unit members will provide synchronous instruction/distance learning for the duration of any period or block of time designated on District bell schedules as student instructional time. During a period/block while small group synchronous learning is taking place, other students will be involved in asynchronous activities.
- 3.2 Consistent with Education Code 43503 (b)(2), distance learning shall include all of the following: content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
4. With the exception of Collaborative Wednesdays (see Section IX-Collaborative Wednesday for details), teachers shall provide students with the opportunity to receive daily synchronous instruction via multiple digital tools and a minimum of one (1) live Google Meet per block of the day's schedule.
 - 4.1 Teachers shall not be required to be available during their prep periods unless they choose and agree to student, parent, or site interactions.
 - 4.2 In accordance with Ed Code 51512, and additional privacy mandates for students, neither students, parents, or any other persons shall record any live Google Meets.
 - 4.3 TK-5 students will be offered small group instruction either in their synchronous instructional blocks or during support time. If a student needs additional support, staff will work with administration and other support staff to determine needed supports or interventions.
 - 4.4 Middle school students who are struggling academically will be offered small group instruction either in their synchronous block period or during office hours. If a student does not show improvement, staff will work with administration and other support staff to determine needed supports or interventions.
 - 4.5 Teachers are permitted to meet with students in live video meetings on a one-on-one basis.
 - 4.6 Special education and general education Instructional Assistants, School Library Media Clerks, and School Site Instructional Technology Specialists are permitted to meet with students in live video meetings one-on-one, small group, or whole class basis per directives by teacher and/or site administrator.
 - 4.6.1 During distance learning, Instructional Assistants, both general and specialized, can continue in their support role. While the certificated employee does not need to be present in a Google Meet when an

Instructional Assistant is supporting students, the certificated employee is responsible for assigning the work done during the Google Meet and assessing the student's progress. The certificated employee should determine the support delivered and lesson objectives. This description is intended to replicate the allocation and supervision of duties to Instructional Assistants that occur normally in the physical classroom setting. The District will provide Instructional Assistants with the tools and training necessary to support in distance learning.

- 4.7 If a teacher is unable to provide instruction due to technology failure, it is the teacher's responsibility to contact their site administrations for advice and guidance. If needed, the site administrator will notify parents and students.
5. As required by the state, teachers will track and document student daily attendance and instructional minutes.
 - 5.1 The District will provide training and a platform for documenting the above state required procedures (during the first three [3] teacher work days).
6. In reference to emergency coverage for middle school, please refer to Article 12.2.11.
7. The District shall provide two (2) hours of staff development time on the September Learning Day or by the last Wednesday of September to create the required three (3) days of distance learning emergency sub plans and materials.

VIII. Daily Schedules

1. Teachers shall use their discretion as to the content and delivery of their block instructional and student support minutes to best meet the needs of their students.
 - 1.1 Elementary Schools: Teachers will follow a block schedule to provide state required instructional minutes consistency throughout the District. ([Appendix D](#))
 - 1.2 Middle Schools: To accommodate middle school's periods of instruction, all teachers and students shall follow a required block schedule of periods. ([Appendix E](#))

IX. Collaborative Wednesdays

1. Each Wednesday shall be a Collaborative Wednesday (Day) subject to the following terms and conditions.
2. There will be no late starts or early release times.

3. The primary purpose of the Day is to afford educators time needed to prepare for and successfully implement the distance learning model in furtherance of the shared interests stated above.
4. The day will include a Google Meet with attendance taken by the classroom teacher for elementary students, and in middle school by a rotation of period teachers as determined by FAC in consultation with the site administrator. Teachers will review the schedule of activities for the day, and student expectations for the day. This Meet shall not be longer than 30 minutes.
5. The administrator, in consultation with FAC, will create a Wednesday schedule for students. Content will be created in collaboration with staff (refer to Section X-Adjunct Duty).
 - 5.1 Site administrators will share with teachers the menu of site based activities and announcements (to include but not limited to SEL, digital citizenship) to post for students. Students will complete the required site activities and assignments provided by classroom teachers. Teachers may use adjunct duty hours to create site based content or sponsor clubs that benefit the majority of students on campus. (refer to Section X-Adjunct Duty).
6. Teachers will be provided with a minimum of three (3) hours each Wednesday of individual prep and planning time, during which they will not be required to respond to or interact with students, parents, or other staff unless they choose to do so.
7. In order to preserve sufficient time for educators to engage in the foregoing, the Day's activities directed by the District, principal or site administration shall not exceed two (2) hours of faculty meetings with one (1) hour for staff development/meetings, and professional development, and one (1) hour for grade level, department meetings, or village meetings. Administrators will coordinate the rotating schedule of Wednesday meetings with FAC.
 - 7.1 Over a one (1) month period, 1.5 hours of additional time will be allocated to professional development.
 - 7.2 For the first four (4) weeks of school, staff meetings may be held weekly in order to support a successful launch of Phase 1 and may be held during the duty day. The combined time of all District directed meetings (i.e., not individual prep and planning) on Wednesdays shall not exceed two (2) hours.
 - 7.3 Teachers can choose to work at their school site classroom or other location on Collaborative Wednesdays; however, no in-person meetings with other staff members shall be required, made optional, or by individual choice.

X. Adjunct Duty

1. Adjunct Duty will be allowed to take place during the duty day and still be credited as part of the teacher's 20 hours of adjunct duty.
2. Site staff and teams (FAC and Leadership) shall develop student activities that are appropriate for the whole school site and social interaction groups (clubs) that can be added to their site's adjunct duty list.
3. Teacher led or monitored clubs shall meet during the school days when applicable teachers' and students' synchronous instruction will not be impacted. Teachers may choose to use their Wednesday prep time to hold clubs during the instructional day. These hours will count toward their 20 hours of adjunct duty.
4. Site staff and teams (FAC and Leadership) may add distance learning site support duties to the adjunct duty list, including but not limited to creating Wednesday instructional materials (must support majority of students at the site), staff tech support etc.

XI. Minimum Days

1. Calendaring of the five (5) minimum days previously negotiated for 2020-21 will not occur until CUSD transitions to Phase 4 (Full Return of All Students).
2. Any and/or all of the five (5) minimum days previously negotiated for 2020-21 which are not calendared and used during 2020-21 will extend to 2021-22 (or the first year schools are in phase 4).

XII. Release Days

1. All contractual release days shall still be provided. Teachers will provide asynchronous assignments for the day. A substitute shall provide a morning Google Meet in elementary school for purposes of attendance, review of the daily schedule/expectations, and instruction to support learning. For EAT and upper grade release days, grade levels will make every attempt to take their release days on the same day to allow the classes to share the same substitute and minimize the number of substitutes required by the District to cover the release days. Special Education unit members shall coordinate with their site administrator(s) for their release days.

XIII. Sick Leave and Leaves of Absence

1. The parties agree that unit members who are unable to meet the expectations included in this MOU regarding work and availability shall use any sick leave or personal necessity leave entitlement that they may be eligible for consistent with law and the

parties' collective bargaining agreement (CBA). The parties agree that all collectively bargained leave provisions will remain in full effect for the duration of the pandemic. Eligible bargaining unit members may also be absent/take a leave of absence for the reasons authorized by the Families First Coronavirus Response Act (FFCRA) (e.g. if you are quarantining due to exposure to COVID-19 and are physically capable to work, a unit member may refrain from using the FFCRA as long as the unit member is capable of meeting the Distance Learning expectations.) The District and the Association agree to continue to discuss in negotiations the differential between the FFCRA maximum of \$511 per day, and the unit members current placement on the salary schedule to ensure no loss of CalSTRS credit. If an agreement is reached, an addendum will be added to this MOU.

2. If a unit member is quarantined due to exposure to COVID-19 and is physically capable to work, they may refrain from using the FFCRA as long as the unit member is capable of meeting the Distance Learning expectations.
 - 2.1 As set forth in this MOU, unit members who have exhausted accumulated sick leave and require additional leave for COVID-19 illness and quarantine may access extended sick leave and catastrophic leave as provided in Article 5 of the CBA.
 - 2.2 Unit members who are placed on quarantine by a physician or county medical agency, due to suspected illness or exposure to COVID-19, and cannot work, may access leave as provided in Article 5 of the CBA and available through the FFCRA.
 - 2.3 Unit members continue to have the rights provided under [Labor Code section 230.8](#) in order to address child care and/or school emergencies caused by coronavirus-related concerns. Per Labor Code section 230.8 (b)(1), this leave is to be coordinated with leaves provided in the CBA as specified.
3. If the unit member is not able to fulfill the legal obligation of "daily live interaction" set forth in Education Code section 43503 (b)(6), they shall secure a substitute.
4. If a unit member cannot meet the legal obligation of "daily live interaction" set forth in Education Code section 43503 (b)(6) due to an illness or personal necessity, but wants to provide a modified schedule in lieu of reporting an absence, this modified schedule must be approved by the site administrator in advance. Upon approval, a substitute will not be assigned and the unit member will not need to take a sick or personal necessity day.
5. Unit members continue to have all leave rights as provided in Article 5 of the CBA.
6. Between April 1 and December 31, 2020, unit members shall be eligible for leaves pursuant to the FFCRA.

7. During Phase 1 (Distance Learning) mode, unit members unable to render services or fulfill their professional obligations shall utilize the appropriate and applicable leave time as described in Article 5 of the CUSD-CEA negotiated Agreement. If for any reason a unit member neither renders services/fulfills professional obligations nor utilizes contractual leave, they shall meet with the District upon request to determine the reasons for this situation and potential next steps.
8. Unit members are recommended to contact HR for assistance in determining what leaves are available and best meet their needs. Unit members may also gain guidance from the Association.

XIV. Special Education

1. Both parties agree to negotiate a separate MOU that covers specific concerns, guidelines, and requirements for special education certificated staff as soon as possible. Until such time, special education unit members should contact their administrator, the District’s special education director, their CEA site representative, or CEA President for further guidance and for any questions or concerns they may have.

XV. Term/Non-Precedential

1. This MOU establishes no practice or precedent and shall expire upon a determination by county health officials or other such empowered governmental agencies regarding the safe and full resumption of traditional classroom instruction on June 30, 2021. If the District remains in full Phase 1 Distance Learning during the 2021-2022 school year, this MOU may be renewed if both parties agree.

Negotiation Team Members

CUSD: Leslie Mains, Sara Brown, Joanne Conner, Adolfo Laguna, Allison Liner, Greg Dannis
 CEA: Kate Lee, Joyce Fisher, Winnie Jiang, Marc Kulla, Stacy Smith, Allyson Schweifler

Cupertino Union School District



Date: August 11, 2020

Cupertino Education Association



Date: August 11, 2020