

MEMORANDUM OF UNDERSTANDING BETWEEN THE MORENO VALLEY UNIFIED
SCHOOL DISTRICT

AND THE MORENO VALLEY EDUCATORS
ASSOCIATION REG COVID-19 CORONAVIRUS

The Moreno Valley Unified School District (District) and the Moreno Valley Educators Association (Association) enter this Memorandum of Understanding (MOU) regarding the issues related to the coronavirus COVID-19.

The coronavirus is a concern for our nation and for our school community. The Parties recognize there is a need to temporarily close schools and move to an alternative learning plan to allow for social distancing as recommended by the public health officials in order to prevent the spread of Covid-19.

On March 13, 2020, Governor Gavin Newsom issued Executive Order N-26-20 regarding the physical closure of schools by local educational agencies (LEAs) in response to the COVID-19 pandemic. The order provides that even if schools close temporarily because of COVID-19, LEA's will continue to receive state funding for those days so that they can:

- Continue delivering high-quality educational opportunities to students to the extent feasible through, among other options, distance learning and/or independent study;
- Provide school meals in non-congregate settings through the Summer Food Service Program and Seamless Summer Option, consistent with the requirements of the California Department of Education and U.S. Department of Agriculture;
- Arrange for, to the extent practicable, supervision for students during ordinary school hours; and
- Continue to pay employees.

The California Department of Education has defined "distance learning" as a "means of instruction in which the student and instructor are in different locations. This may include interacting with computer and communications technology, as well as delivering instruction and check-in time with their teacher. Distance learning may include video or audio instruction in which the primary mode of communication between the student and instructor is on-line interaction, instructional television, video, tele-courses, or other instruction that relies on computer or communications technology. It may also include the use of print materials incorporating assignments that are the subject of electronic or oral feedback," when safe and practicable. This mode of teaching and learning may be activated by teacher, parent, or guardian request (i.e. via District facilitated communication platforms).

The District and Association agree as follows:

A. Compensation and Employment Status:

1. Teaching in a distant learning model does not change a unit member's status as a District employee.
2. Unit members shall not be required to make up any voluntary extra duty assignment pay positions in accordance with Appendix B and/or committee assignments missed as a result of the emergency school closure. Voluntary extra assignment pay position, district and/or site committee meetings, sports practices and/or games, performances, and/or rehearsals scheduled during the temporary COVID-19 emergency closure are canceled and shall not be rescheduled. Appendix B positions that were in effect prior to the closure will be compensated.
3. During school closures, unit members shall continue to be in paid status and receive all health and welfare benefits in accordance with the collective bargaining agreement between the District and the Association.
4. Adjunct duties- During the school closures unit members shall not be required to conduct adjunct duties. Unit members shall not be required to make-up adjunct duties that were missed during the school closures when school resumes.
5. Sick Days - For injuries or illness arising on or after Monday, March 16, 2020 (which was the first day of the school closures), and until Friday, April 30, 2020, unit members shall not have any of their accumulated sick days deducted. If the District deducted any unit member's accumulated sick days for such absences during this period, his/her sick days shall be restored.
For absences due to injury or illness arising prior to March 16, 2020, the usual collective bargaining provisions apply until the employee is released to return to work.

5a. If members are unavailable to participate in a distance learning activity with students due to injury or illness, they shall notify their supervisor via email or phone call.
6. In the event a bargaining unit member is directed by city, state, federal, or a government agency to be quarantined or self-isolate per doctor's orders such bargaining unit member shall continue to receive his/her full salary and benefits without any deduction from the bargaining unit member's accumulated sick leave.
7. Unit members who have a higher risk for serious illness from coronavirus

because of age, a documented serious health problem, or provide proof that they live with someone in a high-risk group, shall not be required to report to a worksite during school closures. Unit members must inform Human Resources if they qualify under this provision and will provide documentation as requested. The District will consider these issues on a case-by-case basis. Unit members will be permitted to work remotely.

8. Unit members that are currently on FMLA leave or other long-term leaves, and released by their physician to return to work, shall be taken off leave and placed on paid status. The District will continue to follow state guidelines as they may change throughout the crisis.

Ba. Certain types of FMLA may not require a medical note (e.g. baby bonding, caring for an elderly family member). If a unit member falls under this category, they may inform the District of their ability to return to work without a medical note.

9. Probationary one (1) unit members shall be moved to Probationary two (2) status for the 2020-2021 school year, if such unit members work at least 75% of the days schools are in operation during the 2019-2020 school, as required by the Education Code. The foregoing does not apply to probationary employees that are non-re-elected pursuant to Education Code section 44929.21.
10. Probationary two (2) unit members shall be moved to Permanent status for the 2020- 2021 school year, if such unit members work at least 75% of the days schools are in operation during the 2019-2020 school, as required by the Education Code. The foregoing does not apply to probationary employees that are non-re-elected pursuant to Education Code section 44929.21.

B. Reporting to Any District Site:

1. Unit members will be notified by email and/or phone about any school closures, including any decisions to extend school closures once they commence.
2. Unit members shall not be required to report to their worksite during the closure. In the event unit members are deemed essential where presence at a school site is necessary, the District will provide workplace modifications and accommodations consistent with best practices to make the workplace safe for unit members (e.g. face- to-face meetings shall follow all state, county, and city public health requirements/recommendations and social distancing norms, including maintain six feet apart between individual). The District will consider guidance from the Riverside County Department of Health and the state as to who is deemed essential.
3. Unit members who have a higher risk for serious illness from coronavirus because of age, a documented serious health problem, or provide proof that they live with someone in a high-risk group, shall not be required to report to a worksite during school closures. If unit members identified as essential do not feel safe reporting, they will not be required to do so.
4. In accordance with the CDC guidelines, the State/County will legally determine when

it is safe to return to schools. Upon the State/County determination that schools are safe to re-open, within 24 hours the decision to return is made, the District shall notify unit members by email/and or phone.

5. The District will provide functional sinks and appropriate supplies as outlined by CDC guidelines for safety and hygiene.
6. If a unit member volunteers to report to the site to access their classroom/office, they must make an appointment with their site principal.

C. Distance Learning

1. When the District implements the distance learning online instructional program, the District shall provide the necessary resources essential for delivering the program. Issues will be problem-solved on a case-by-case basis.
2. The District shall provide a \$25.00 stipend per month to each unit member (this stipend is for participating teachers in the Distance Learning program, but other unit members will be considered on a case-by-case basis) utilizing any District-approved online platform for instruction/enrichment. This item is meant to help offset increase data usage/internet costs. Unit members that choose a paper/pencil model do not qualify for the \$25.00 stipend. The Parties agree that this stipend fully satisfies any District obligation to pay or reimburse unit members for personal costs associated with such instruction/enrichment activities.
3. Any professional development and/or collaborative planning to prepare for distance learning shall be offered at various times to maximize members' participation. Trainings that might be offered outside of the contractual workday would be compensated at the usual extra duty rate.
 - 3a. Training to prepare for distance learning shall be done April 6-17 with instruction to begin April 20,2020.
4. The District shall safeguard all members' personal information when contracting with distance learning providers.
5. Unit members shall determine the means and method of providing distance learning based on the options detailed in the District distance learning online instructional program guidelines. Unit members shall adhere to District technology and device policies, including the District Acceptable Use policy, and will only use District-approved platforms to deliver instruction and other services.
6. Classroom teachers shall not be required to use summative assessments during school closures.

7. Students will be held "harmless," and will not receive a lesser grade than their current grade as a result of engaging in Distance Learning, during this unprecedented time **For secondary schools (grades 6-12), letter grades shall be issued using the following scale: A, B, C, D, or No Credit (in place of an F).** This aligns with the State Superintendent of Public Instructions' recent statements that assessment should not be used during this time as a summative measure, but rather as a formative measure to gauge instruction and where students need support. Students will, however, be able to earn a higher grade as a result of engaging in Distance learning, and if appropriate. The District and Association shall provide further guidance on grades as necessary and in order to maintain compliance with any direction from the California Department of Education.
8. The District shall extend the third quarter grading period to Wednesday April 15, 2020 (by midnight) and will extend progress report deadline for alternative education also.
9. Unit members shall retain the right to determine students' final grade per Ed Code 49066.
10. Unit members shall provide contact with their students for a minimum of three times a week based on the District distance learning online instructional program guidelines (this incorporates a combination of at least two lesson deliveries and at least one office hours contact).
11. The parties agree to meet at the request of either party to address implementing guidance from the California Department of Education and or the Federal Department of Education in order to provide equitable and appropriate education for our students with special needs who are eligible for an IEP (Individualized Education plan). **Resource Specialist teachers** will work collaboratively to meet the needs of students on an IEP participating in a distance-learning platform, and ensure that lessons and activities are appropriate per the students' IEP. All required IEP team members shall participate in IEP team meetings virtually (i.e. video conferences and conference calls).
 - a. **All IEP's shall be scheduled and conducted during the workday. IEP team meetings shall take place in addition to requirements of Distance Learning (office hours and lesson delivery or lesson/student support).**
12. Special Education assessments shall continue to be administered on a District approved virtual platform and adhering to testing manufacturer protocols and guidelines.
13. **Special Education/Resource Specialists shall provide contact with their students for a minimum of (3) three times per week. For Special Day teachers, this shall be delivered as a minimum of (2) two lessons per week and at least (1) one office hour per week. For Resource Specialist teachers this shall be delivered as a minimum of at least (2) two lesson supports and/or student supports for those on their caseload, and at least (1) one office**

hour of contact per week.

14. **Special education teachers and related service providers shall maintain a record of services provided (lesson delivery or lesson support/student support and office hours). Employees shall continue to utilize their current method of documentation or utilize the District's Distance Learning Log developed by SELPA. The purpose of this is not track attendance, but rather to comply with requirements from the California Department Education Compliance Monitoring (34 CFR 300.600) to document that services have been provided.**

15. The following unit members shall utilize the same district-approved platforms for any contacts with students and/or parents as they provide services:

- a. School psychologists
- b. Counselors
- c. Related Service Providers (i.e. Speech and Language Pathologists)
- d. Special Education Specialists and Behavior Specialists (and all certificated specialty unit members)
- e. School Nurses
- f. Classroom Teacher

15a. Counselors shall contact students on their caseload at least once per week and address any referrals on an ongoing basis.

15b. Counselors shall not be required to hold live sessions

16. Current collectively bargained timelines for certificated evaluations and related components shall be suspended for the remainder of the 2019-2020 school year (unless the entire process was completed prior to March 16, 2020). Evaluation cycles will resume for the 2020-2021 year with those on that year's rotation. Unit members shall not be evaluated based on the distance learning platform.

17. Teachers on current assistance plans during the 2019-2020 school year will resume on a collaboratively developed assistance plan during the 2020-2021 school year unless otherwise successfully completed an assistance plan prior to March 16, 2020.

18. Teachers shall maintain the same professional conduct standards with students, parents and colleagues as they would in a traditional workplace setting, including language, dress, chats, email exchanges (as referenced in Board policies 4005, 4119.21, 4219.21, 4219.22, and 4319.21 regarding Professional Boundaries and Conduct).

19. Teachers should immediately report any inappropriate student or parent conduct to site or district administration. Distance learning may lend itself to different challenges

or unforeseen incidents and the District will work collaboratively with the Association to address these as they arise. Unit members are afforded the same statutory protections under Government Code 825 with the Distance Learning program.

D. Restructuring

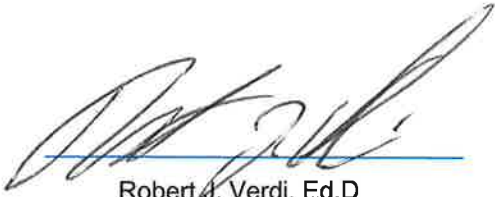
- 1.) **The parties agree that restructuring shall be postponed until school campuses open. Sites that have completed their restructure plans and have submitted may proceed to implement them once approved.**

E. Agreement to Meet and Negotiate:

1. This MOU satisfies the bargaining obligation of the Parties related to school closures, distance learning, and other obligations placed on schools during such closures by Executive Order and emergency legislation, the District and Association reserve the right to negotiate any additional impacts.
2. In the event of the State of California imposes requirements for school in response to COVID-19 that are not addressed herein or covered by the existing CBA, the District and Association reserve the right to negotiate any additional impact

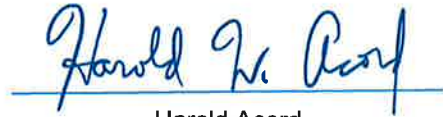
E.) Term of Agreement:

1. The term of this MOU shall expire on **June 19, 2020** or when the **MVUSD Board of Trustees/** Governor and/or the Riverside County Department of Public Health declares the end of the COVID-19 emergency school closures, whichever occurs later.
2. The parties are aware this date may be extended if required by national, state orders, and/or the Riverside County Department of Public Health.
3. If schools are asked to remain closed beyond June 30, 2020 both sides agree to negotiate the effects.



Robert J. Verdi, Ed.D
Chief Human Resources Officer
MVUSD

May 20, 2020
Date



Harold Acord
President
MVEA

May 20, 2020
Date