

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

MEMORANDUM OF UNDERSTANDING

BETWEEN  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
AND  
CAPISTRANO UNIFIED EDUCATION ASSOCIATION

**2020-2021 Reopening of Schools**

This Memorandum of Understanding (MOU) is intended to clarify work expectations during the 2020 - 2021 school year, recognizing the potential to move between a hybrid and 100% online hybrid model of instruction. All provisions of the current Collective Bargaining Agreement are in force except for the temporary modifications as outlined in this MOU. Should the State of California or Orange County Department of Health (OCDH) alter requirements for schools in response to COVID-19, or any other condition during the terms of this agreement, the District and Association agree to meet, unless otherwise mutually agreed upon, to negotiate the impacts within the scope of representation.

This MOU shall expire in full without precedent on June 30, 2021, unless altered or extended by mutual written agreement of the District and the Association. The MOU shall expire if the State of California or Orange County Department of Health approves schools to return to the traditional pre-COVID model of learning. The MOU expires if either of these conditions are met.

**1.0 Daily Lessons**

- 1.1 Teaching and learning will occur daily according to the school schedule for instructional minutes.
- 1.2 Individual school sites will develop a schedule, not exceeding the maximum instructional minutes described in Article 5.
- 1.3 When learning is occurring Districtwide 100% online, the expectation for students is to be physically in attendance to any synchronous online distance learning required by the teacher and in accordance with a site approved schedule.
- 1.4 The expectation for classroom teachers is to adhere to the schedule and not require a synchronous online lesson to occur outside of their allotted scheduled time for a particular student and/or class.
- 1.5 Schedules will include time for Unit Members to manage online curriculum.
- 1.6 Instructional minutes may include: direct instruction, small group instruction, 1 on 1 instruction or assessment, and independent student practice. Teachers shall be available to students during instructional minutes.

## **2.0 Daily Instruction**

- 2.1 Teachers TK-12 will utilize Canvas as the Learning Management System (LMS) for communication and posting of assignments.
- 2.2 Teachers 6-12 will utilize Canvas as the LMS for the posting of grades, parent communication and student communication. Email may also be used through District email.
- 2.3 Courses in grades TK-5 will utilize CUSD adopted materials within the Canvas LMS created as the source of content and curriculum.
- 2.4 Courses in grades 6-12 will utilize the District provided curriculum as the minimum foundation, including, but not limited to Apex, UC Scout, and/or CUSD created modules for daily instruction housed in Canvas.
  - 2.4.1 Teachers may choose to use as-is and/or augment curriculums within those programs to meet the content standards of the course.
  - 2.4.2 Teachers may, as they would under pre-COVID circumstances, deliver course content according to their professional discretion so long as:
    - It meets or exceeds the minimum standards of APEX and/or UC Scout or CUSD staff created content and curriculum.
    - It meets the content and curricular requirements for the course of study.
    - The approved LMS, Canvas, is utilized to communicate all relevant course information (assignments, grades, communication).

### **Elementary (TK-5)**

- 2.5 Elementary Program A/B:
  - Minimum 2 live, synchronous lessons in the AM and PM sessions.
  - Minimum one daily lesson in numeracy.
  - Minimum one daily lesson in literacy.
  - Efforts will be made to split combos into cohorts, where practicable.
  - Learning content for extended day learning will be assigned and supported through Canvas by the teacher.
- 2.6 Elementary Program C:
  - Teachers shall provide live synchronous lessons throughout the day in support of numeracy, and literacy in accordance with the school's daily schedule and state adopted instructional minutes.
  - Online combination general education classes shall have no more than two grade levels.
  - Learning content for independent learning will be assigned and supported through Canvas by the teacher.
  - Program C students in the Mandarin Immersion Program receive live, synchronous lessons daily; one lesson in literacy and one lesson in numeracy. Teachers are expected to

be available and interactive with students throughout the class instructional block.  
Program C students will follow Program B schedule.

- 2.7 All Elementary teachers will have 3 independent planning days per month during ACE time, through October 31, 2020. Professional Learning Communities (PLC) work with colleagues around assessment data and its influence on instruction will be completed during the regular professional day. This arrangement is only during the time students are learning from home 100% of the time up to October 31, 2020. All regular Collective Bargaining Agreement (CBA) expectations for PLC time are in effect once students return to in-person learning in either hybrid or traditional model.

### **Secondary (6-12 and ATP)**

- 2.8 Definitions:

Program A Student: A student who is learning in an on-campus hybrid model when schools are open for in-person teaching and learning.

Program B Student: A student who is enrolled in a 100% online model regardless of schools being open for in-person teaching and learning or not.

- 2.9 Program A and B general education students receive at least 1 live, synchronous, lesson daily for each period of regularly scheduled classes (i.e. block schedule). Teachers are expected to be available with students throughout the class period. Program A and B students and teachers will follow the same schedule.
- 2.10 Secondary teachers will have both Program A and Program B students on their rosters.
- There will be a maximum number of 3 students per class period who are Program B students, per cohort.
  - Program B students shall be counted as “in-person” for the purposes of establishing cohort maximums.
  - Teachers with both Program A and Program B students will receive 2 hours per month of non-instructional additional assignment hours when schools return to in-person instruction.
- 2.11 Secondary teachers with a documented medical restriction requiring work from home or teachers who have been placed on quarantine from CDPH, shall be allowed to work from home, teaching online, a regular contractual day.
- 2.11.1 The District will provide supervision for the Program A students.
- 2.11.2 The District will provide this option up to a maximum cost of \$1,000,000 to the District.
- 2.11.3 This arrangement may occur through December 30, 2020.

## **Additional Expectations**

- 2.12 Work the contractual number of hours per Article 5.2
- 2.13 Commensurate number of hours of PLC time shall be provided during the academic week for purposes of Banked Minutes - Professional Collaboration Time as per article 5.8. Time devoted to PLC shall not increase and meetings will be available virtually when all students are 100% online.
- 2.14 All meetings will be available virtually (examples: parent conferences, staff meetings, IEPs, employee discipline) when all students are 100% online. All meetings will meet current CDPH and Orange County Health Care Agency (OCHCA) guidelines when held in person. Otherwise, online meeting options will be made available.
- 2.15 When an employee is working from home due to medical restrictions, meetings will be made available virtually.
- 2.16 Assessments for all students may be derived from the APEX and/or UC Scout curricular management systems.
- 2.17 Teachers and content teams cannot be directed to post online any assessments which they have previously created and choose to keep secure. Assessments are required in every class and progress monitoring is required.
- 2.18 Communicate a daily/weekly lesson plan with expectations for students using Canvas as the communication tool.
- 2.19 Administrators are provided the same access as students to the Canvas classroom. Site administrators are expected to “visit” your online or in-person classroom to monitor and provide support.
- 2.20 Be available via email/technology during the regularly scheduled work day.
- 2.21 If problems arise with students/parents due to online or hybrid models of learning and other aspects of implementing this MOU, teachers should use the current procedures in place to address concerns with students and parents, and engage their administration when appropriate.
- 2.22 Teachers shall have the option of having students bring their 1:1 device to all classrooms and turn in all materials electronically.
- 2.23 Evaluations will be discussed in EERC in terms of how to provide support and feedback in an online environment.
- 2.24 The District shall uphold progressive discipline policies for electronic disruptions of classes, social distancing, and facial coverings. Employees shall be provided with a copy of all new

procedures prior to the first day of instruction. Technology Acceptable Use Policy (AUP) and Education Code will be followed closely. The AUP has been updated specific to online learning.

### **3.0 Article 9--Transfer and Reassignment of Personnel**

The following is agreed for the 2020-2021 school year for transfers due to COVID-related District staffing needs:

- 3.1 Transfers will be made based on the schedule and learning needs of the District.
- 3.2 Any and all transfers will follow the existing practices within Article 9.
- 3.3 Employees transferred will be returned to the staffing rosters at their sites at the end of the year.
- 3.4 Transfers moving forward will be based on the current criteria in Article 9, as determined by student enrollment.
- 3.5 The transfer at the end of the 2020-2021 school year is considered a return to the original site, not a surplus.
- 3.6 Secondary teachers reassigned temporarily to elementary schools will be placed within the current family of schools, whenever practicable. Specific site requests may be shared with Human Resource Services for consideration.
- 3.7 Potential future layoffs have no relation to this temporary transfer of staff.
- 3.8 Members with documented health concerns will be given priority to work from home positions, as practicable.

### **4.0 Work Location**

- 4.1 The default expectation is that all staff are expected to work from District sites.
- 4.2 Employees may request from their supervisor the option to work from home when students are not allowed to attend school sites due to COVID-19 based restrictions. This includes all preservice days as well as other non-student days.
- 4.3 The Principal has complete discretion on the decision for an employee to work from home.
- 4.4 The teacher shall be the only person in the home workspace when the employee is working from home.

- 4.5 The Principal will use the following criteria to approve an employee working from home:
- Physical environment of home teaching area is professional and conducive to learning.
  - Internet connectivity is stable and does not interfere with learning.
  - Ability to use technology hardware effectively for student learning.
  - Ability to use District approved and provided software to facilitate high levels of learning.
  - Past performance.
  - Current performance.
- 4.6 The Principal can withdraw approval of working from home, in writing, at any time with at least a 3 work day notice.
- 4.7 Upon request of the Unit Member, the Principal will have a verbal conversation to clearly identify the criteria(s) used to deny the member's work from home request. The Unit Member may request a CUEA representative at that meeting.
- 4.8 If a Unit Member's request to work from home is initially denied, or is at some point rescinded, the Unit Member will have an opportunity to reapply under the criteria after a period of two weeks from the date of denial or of rescission. Under the reapplication process, "past performance" will not be a criteria. All other criteria may be considered.
- 4.8.1 If the reapplication is denied, the Unit Member may request a verbal conversation with the Principal and request a CUEA representative at that meeting.
- 4.9 If students move from 100% online learning to in-person learning (as determined by state and local agencies), a minimum of 5 days will be used for transition, while all regular employee and student schedules are followed.
- 4.10 It is expected all teacher classrooms will be made ready for instruction by the teacher before the first day of in-person instruction. The employee has the choice to do this before school begins in 2020-2021 or during the 5 day transition period. This will be completed without additional compensation.

## **5.0 Health and Safety**

### **5.1 Definitions**

**Cohort:** is a physical grouping of students that maintains social isolation and physical distancing. Cohorts are designed to remain stable and intact in order to prevent the spread of infection and illness arising from COVID-19. Classroom cohort sizes supersede class size language in the CBA for in-person learning during the life of this MOU.

**Face Covering:** cloth face coverings or masks as recommended by federal, state, and local public health guidance.

Personal Protective Equipment (PPE): this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and includes face coverings, masks, N95 respirators, face shields, neck guards, barriers, gloves, goggles, etc. These are provided as required by California Department of Public Health, when appropriate and practicable.

- 5.2 The Parties affirm that student cohorts are intended and designed to provide stable groupings of students that are maintained throughout each school day, and through each quarter, trimester, or semester, with an assigned primary cohort teacher, and systems are in place at the school site to prevent the mixing of classroom cohorts.
- 5.3 Student cohort sizes in the physical, in-person, classroom shall not exceed 16 students where practicable. Smaller cohort size maximums shall exist if the physical distancing requirements of six (6) feet cannot be maintained between teacher and students given the classroom size limitations. Cohorts may not be combined in the event of teacher absence for in-person instruction, unless all CDPH guidelines can be met.

#### **Face Covering Requirements**

- 5.4 Face coverings are required to be worn properly at all times by all individuals on a school campus indoors or outdoors. This applies to all staff, all students in grades TK- ATP, all administrators, and any visitors on campus over two years of age. The District shall develop and share with staff a plan to address students and others who are not in compliance with the face covering requirements.
- 5.5 Face coverings shall not be required for students or staff if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist.
- 5.6 For Unit Members and students who cannot wear a face covering, face shields with neck drapes tucked into the shirt may be used. Face coverings and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus.
- 5.7 Appropriate PPE will be provided to the bargaining Unit Member if a student is legally permitted to not wear a face covering while on campus.

#### **Responsibility for Daily Testing of Students**

- 5.8 Unit Members may be asked to perform temperature checks as students enter class, depending on California Department of Public Health guidelines. Students, if determined to have a temperature above 100.4°F/38°C, are referred to the front office to be further assessed in the health office or designated temperature check area.

### **6.0 Special Education**

- 6.1 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 to provide equitable and appropriate education for our students with special needs.

- 6.2 Digital options to meet and collaborate on a student's IEP shall be implemented in the COVID-19 environment.
- 6.3 With regard to assessment: in order to determine present levels of performance and measure goal progress; review of records, work samples, District assessments, teacher feedback, informal observations and classroom assessments are acceptable to gather the appropriate data to write legally defensible IEPs. This includes initial, triennial and teacher/parent requested assessments.
- 6.4 Special Ed bargaining Unit Members will be trained on Special Ed relevant assessment and teaching programs/apps prior to school starting. Assessments may be done online using programs and apps. A Special Ed bargaining Unit Member/specialist may make arrangements to schedule an in-person direct assessment with the student at a District location, if aforementioned reopening thresholds are met. For the administration of in-person assessments, Special Ed bargaining Unit Members shall be provided with face guards or masks, gloves, hand sanitizer, and any other PPE as determined by the District's health services department and upon request by the member. Upon request, Unit Members may check out headsets/microphones for both students and bargaining Unit Members and wipes to wipe off used materials for conducting assessments. The District shall require the use of facial coverings ("masks") in accordance with federal, state, and local guidelines currently in effect. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt). Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus. If equipment or supplies cannot be provided, the Unit Member will be held harmless from completing these assessments.
- 6.5 For triennial assessments, after consideration of the student's unique needs by the IEP team, a records review may be deemed acceptable.
- 6.6 Speech and Language Pathologists, Intervention Specialists, School Psychologists, School Counselors, Deaf and Hard of Hearing (DHH), Teacher for the Blind, Adaptive PE, and other similarly situated Bargaining Unit Members shall provide individual and/or group lessons virtually during distance learning or in-person if aforementioned reopening thresholds are met. These appointments or conversations may be conducted via District approved virtual tools as determined by the bargaining Unit Member.
- 6.7 Unit Members will work collaboratively with core content teachers via a virtual platform to accommodate and/or adapt lessons to meet the needs of each student's Individualized Educational Program (IEP) and ensure that lessons and activities are appropriate as documented in the student's IEP or 504 plan. Individual accommodations will be provided for the student. If schools are physically reopened, bargaining Unit Members will have the option to meet in person.
- 6.8 The District and special education teachers shall make every effort to ensure that all



confidentiality protections that are regularly in place remain in place. However, it should be understood that online interactions may not have the same guarantees of confidentiality that exist during in-person interaction.

### **Co-Teaching**

- 6.9 SPED teachers and General Education teachers in a co-teaching environment will be given training specific to this type of instruction prior to beginning teaching. Additionally, the District shall provide opportunities for members to voluntarily receive ongoing training throughout the year as the opportunity exists during regular contract days and hours.
- 6.10 SPED teachers and General Education teachers in a co-teaching environment shall be given the same prep period.

### **Moderate/Severe**

- 6.11 Special Education teachers of students with moderate to severe disabilities shall provide continuity of learning through District approved curriculum and a variety of resources as appropriate so that students with disabilities have access to the same learning opportunities as their non-disabled peers.
- 6.12 The District shall provide all necessary PPE to Special Education teachers of students with moderate to severe disabilities, at their request, as determined by CDPH guidelines. Employers must provide and ensure staff use face coverings in accordance with CDPH guidelines and all required protective equipment. In limited situations where a face covering cannot be used for pedagogical or developmental reasons, (i.e. communicating or assisting young children or those with special needs) a face shield can be used instead of a cloth face covering while in the classroom as long as the wearer maintains physical distance from others, to the extent practicable. If appropriate PPE cannot be provided, the bargaining Unit Member shall be sent home, without penalty or deduction of any sick or leave time, until the requested PPE is available.
- 6.13 Once schools are able to safely physically reopen, Special Education teachers of students with moderate to severe disabilities, in collaboration with site administration, shall have discretion regarding how their students will be grouped for instruction in accordance with required health guidelines throughout their day to best accommodate student needs.
- 6.14 Special Education teachers of students with moderate to severe disabilities shall Maintain flexibility within the given bell schedule and instructional delivery model as per student IEPs and to accommodate student diverse learning, health, and behavioral needs.

CUEA and CUSD agree that nothing in this MOU prevents the two parties from continuing to negotiate changes made to working conditions due to the impacts of COVID, state and local orders related to COVID, and any other mandatory subjects of collective bargaining as determined by state law.

Nothing in this MOU supersedes federal and state law, directives from local and state agencies, or Board Policy.

If/when schools return to a hybrid model, or continue 100% online the District and Association agree to meet to discuss the impacts on working conditions. These may include, but are not limited to the following: bell schedule, room cleaning, extended learning cohorts, leave options for teachers, the accommodations process, screening for staff, Back to School Night, elementary conferences, Open House, elementary report cards, and consideration of creating sections or cohorts of online only students within the school sites.



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Tim Brooks  
Associate Superintendent, Human Resource Services  
Capistrano Unified School District

8/12/20  
Date



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Joy Schnapper  
President  
Capistrano Unified Education Association

8-12-2020  
Date