

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CORONA-NORCO TEACHERS ASSOCIATION

AND

CORONA-NORCO UNIFIED SCHOOL DISTRICT

Novel Coronavirus (COVID-19)

July 16, 2020

The Corona-Norco Unified School District (“District”) and Corona-Norco Teachers Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding the reopening of schools related to Novel Coronavirus (COVID-19).

The Parties recognize there is a need to address the learning environment and instructional model of schools in the Novel Coronavirus environment. It is determined that due to the fiscal restraints and safety guidelines, a move to remote and hybrid learning models is necessary at this time. It is the mutual interest of both parties to address the recommendations of public health officials in order to prevent the spread of illness arising from the Novel Coronavirus (COVID-19).

In response to the changing landscape presented by the Novel Coronavirus (COVID-19) outbreak, California Governor Gavin Newsom, acting on an emergency basis pursuant to Government Code 8567 and 8571, issued another Executive Order, N-26-20 (“Order”) late Friday, March 13, 2020, addressing impacts of school closures. The District and CNTA recognize that schools are critical to daily life and that collaboration between local public health, education officials and educators is the best means of determining and balancing competing concerns surrounding school closure decisions.

The District and CNTA agree to the following:

Defining “Remote Learning”: In light of the fact that the District recognizes the need for continued social distancing while providing time to formulate a plan that implements appropriate safety precautions, CNTA members are certain to be impacted in their professional and personal lives. In an effort to alleviate those impacts, the District and CNTA agree to make provisions for certificated staff to enable students to engage in a unique education delivery models (Remote and Hybrid Learning) that will provide teachers an alternative method of delivering education.

I. Collective Bargaining

The Parties agree to meet and negotiate implementation of guidance from the California Department of Education (CDE) as well as the US Department of Education, and any changes to this MOU or the Collective Bargaining Agreement.

II. Status of Unit Members

Unit members shall not suffer a loss of wages, salary, pay or fringe benefits (inclusive of supplemental daily pay), unless by function of California Education Code and/or Labor Law. If extra-curricular pay duties can be and are performed, Certificated bargaining unit members receiving Stipends and Extended Day shall not suffer a loss of pay of these items during remote learning.

III. Year Round

Year-round teachers will be relieved of the obligation of teaching distance learning as of June 12, 2020. The district will continue providing distance learning opportunities for students through the end of June. Student participation is voluntary and activities will not be graded by teachers.

IV. Timeline

A, C, D tracks start remote learning on July 6, 2020.

B track starts remote learning on August 3, 2020.

T track and Secondary start remote learning on August 11, 2020.

Process for changes:

Following the start of each track, unit members will participate in at least 4 weeks of remote learning, with all tracks transitioning to the hybrid model no earlier than September 8, 2020. This time will allow for preparation toward hybrid model return to the classroom.

V. Safety

Safety Measures that would need to be in place for Phase 2

a. PPE

- i. All unit members will be provided the following:
 1. 2 reusable face masks
 2. Face shield
 3. Gloves (upon request)
 4. Clear desk barrier (upon written request)
- ii. Upon member request additional PPE to fit their setting/documentated high risk status will be provided:
 1. Disposable gowns
 2. Clear plastic masks (SLP, students/teachers as deemed necessary)
 3. N-95 masks (additionally when students cannot wear masks)

- b. District Wide Healthy Behaviors
 - i. Daily health checks required for staff and students
 - ii. Daily mandatory on site temperature checks for students
 - iii. Masks required (K-12) for staff and students per public health guidelines unless they have a CDC approved health conditions (with doctor note)
 - iv. Six (6) ft social distance for every person, including before and after school pick-up
 - v. Adequate handwashing stations in place and working and a handwashing schedule is developed
 - vi. Immediate reporting of COVID positive status to administration and HR
 - vii. Create protocols for students/staff to follow for symptoms of COVID
 - viii. All site visitors must follow health and safety guidelines.
 - ix. Health and safety trainings for staff and students developed
 - x. The district will comply with county suggestions and/or directives that a school site/group of students/classroom be quarantined.
 - xi. Use air-conditioning hospital grade anti-microbial filters and set air supply from outside to maximum extent possible.
- c. Site Based Healthy Behaviors
 - i. One way routes developed for social distance
 - ii. Entrance/exit routes developed for social distance
 - iii. Any meeting that cannot accommodate 6 foot social distance shall be virtual
 - iv. Isolation area developed at every site
 - v. No visitors, unless preapproved.
 - vi. Develop library COVID protocols for book check out
 - vii. Signage and floor markers for social distancing
 - viii. Administrative support for enforcing safety protocols
 - ix. Unit members will not be asked but may volunteer to supervise or participate in in-person gatherings, such as assemblies, dances, field trips, etc.
 - x. 6 ft social distance will occur at recess and lunches
- d. Classroom Healthy Behaviors
 - i. Approved and appropriate cleaning products in every room
 - ii. No sharing of supplies
 - iii. Amplification system for educators will be available by accommodation through the interactive process.

VI. Expectations for Unit Members

- a. Unit members will be expected to work the same number of hours required of their professional day per Article 10.2 for the 19-20 school year at their current site.
- b. Within the professional day, educators will be expected to provide a minimum of daily instructional minutes to students as required in the chart below. Instructional time shall be based on the time value of assignments as determined by unit members and daily live interactions.

Instructional minutes for students for 20-21 per SB98

Grade	Minimum Instructional Minutes = daily live interaction + independently completed assignments.			
TK-K	180 minutes			
1-6	240 minutes			
6-12 *MS/HS*	240 minutes	3 period block: 80 min/period	6 period day: 40 min/period	7 period day: 35 min/period
Continuation	180 minutes *Pollard & Orange Grove*			

- c. Unit Member responsibilities
 - i. Plan appropriate standards-based instruction in accordance with the minimum
 - ii. instructional minutes.
 - iii. Provide standards-based and/or content appropriate instruction, utilizing google classroom or canvas as the LMS districtwide.
 - iv. Respond to parents and students in a timely manner.
 - v. Support diverse learners (Inclusive of ELD and IEP accommodation/support).
 - vi. Provide students the opportunity to participate in an academic activity daily.
 - vii. Build rapport and connections with students.
 - viii. Engage in Daily Live Interactions: Unit members with a rostered class, will ensure there is daily live interaction. Daily live interaction with certificated employees and peers can include, but is not limited to: instruction, progress monitoring, maintaining school connectedness, check-ins between teachers and pupils, the use of print materials incorporating assignments that are the subject of written or oral feedback. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders.
 - ix. Maintain and accurately report attendance/student participation.
- d. Unit Members will regularly monitor work completion and participation to provide feedback to students.
- e. Unit Members will develop and post a syllabus/class expectations with information on accessing virtual curriculum, teacher contact information, and grading policy.
- f. Unit Members will establish and announce office hours.
- g. Unit Members will provide monitoring access (student-level access) for their google classroom and canvas to their site level administration.
- h. Unit Members shall not be required or solicited to physically report to a worksite. Unit Members have the right to request access to work from a classroom/office worksite during regular school hours as the unit member deems necessary.
- i. In the event students resume physical attendance at a time other than the calendared start of the 2020-21 school year, Unit Members will be provided at

least 24 hours of notice and a minimum of one “P-day” prior to attendance by students.

- j. Unit Members shall report inappropriate actions by students to their administrator. Unit Members acting within the course and scope of their duties and consistent with all requirements to maintain appropriate adult-student boundaries and interactions shall be held harmless for any inappropriate online behavior by a student or other participant.

VII. Attendance/Reporting

- a. Maintaining and reporting accurate attendance
 - i. In accordance with ADA state requirements under SB 98, on any day that a class is scheduled on the site calendar, teachers shall enter attendance for each student.
 - ii. Attendance shall be taken at the end of the day
 - iii. A student can be determined to be present by when engaged in activities like those listed below:
 - 1. Participation in online instruction
 - 2. Online activities
 - 3. Completion of regular assignments
 - 4. Completion of assessments
 - 5. Contact between unit members and pupils or parents or guardians
- b. Gradebook
 - i. In accordance with ADA state requirements under SB 98, on any day that a class is scheduled on the site calendar, teachers shall enter a minimum of one mark per day in Q’s digital gradebook.

VIII. Expectations Specific to Instructional Models

- a. Remote Instructional Model
 - i. As per SB98 for remote learning, instructional minutes shall be calculated based on the time value of assignments comprised of both daily live interaction with peers and independently completed assignments as determined by the teacher of record.
 - ii. In the event the teacher is scheduling synchronous offerings, such interactions will occur during the regularly scheduled time for that class according to the remote learning bell schedule for that site.
- b. Hybrid Instructional Model - Continued negotiations on 7-23-20
- c. As per SB98 for hybrid learning, which is a combined day of instruction delivered through both in-person instruction and distance learning, instructional time shall be based on time scheduled under the immediate supervision of an employee, time value of assignments, daily live interaction with peers, and independently completed assignments as determined by the teacher of record.
- d. Traditional In-Person Instructional Model – To be negotiated at a later date

IX. Remote Bell Schedules – to be negotiated on July 23, 2020

X. Unit Member Administrative Support

- a. In order to provide access and support for unit members, site administrators shall make themselves available and be responsive to their staff needs in a timely manner (within 24 hours).
- b. Meetings
 - i. Regular practices of IEP meetings and scheduling will resume. Meetings will be held virtually. Unit member attendance will be by phone/audio. Visual attendance is optional.
 - ii. Regular practices of additional meetings (parent, disciplinary, department, SSTs, 504, etc.) and scheduling will resume. Meetings will be held virtually. Unit member attendance will be by phone/audio. Visual attendance is optional.
 - iii. Virtual staff meetings will follow current contract language per Article 10.2.
 - iv. PCT – Collaboration between unit members is highly encouraged and arranged informally between teachers.

XI. Grading and District Assessments:

- a. Unit members will use regular grading marks and grading timelines. Unit members will grade assignments as they regularly would in adherence to all board policies.
- b. District assessments will not occur until after September 11, 2020.

XII. Support Staff

- a. **IEP Service Provider Roles & Expectations (SLP, DHH, APE, VI, RSP (non-rostered), & OM)**
 - i. IEP Service Providers will set their schedule asynchronously.
 - ii. IEP Service Providers will schedule times for delivery of services per the IEP.
 1. Service minutes are inclusive of virtual/live instruction, support and related student practice activities as appropriate with a primary focus on synchronous delivery of services/therapy.
 - iii. IEP Service Providers will develop and post support information with instructions on accessing virtual support/instruction and service provider contact information.
 - iv. IEP Service Providers are expected to engage in work on their established workdays.

- v. IEP Service Providers will regularly monitor work completion and participation to provide feedback to students.
- vi. IEP Service Providers will provide monitoring access (student-level access) for their Google classroom or Canvas to their site level administration.
- vii. IEP Service Providers responsibilities
 - 1. Plan appropriate goal-based instruction/support
 - 2. Respond to parents and students in a timely manner
 - 3. Support diverse learners
 - 4. Provide services to students per the IEP
 - 5. Build rapport and connections with students
 - 6. Provide goal-based resources and activities, utilizing Google Classroom or Canvas as the LMS districtwide.
- viii. Reporting Non-Participation
 - a. Students who are not participating in IEP services will be reported to Site Administration at the end of each week.
- ix. During Remote Learning, IEP Service Providers shall not be required or solicited to physically report to a worksite. IEP Service Providers have the right to request access to work from a classroom/office worksite during regular school hours as the unit member deems necessary.
- x. In the event students resume physical attendance at a time other than the calendared start of the 2020-21 school year, IEP Service Providers will be provided at least 24 hours of notice and a minimum of one “P-day” prior to attendance by students.
- xi. IEP Service Providers shall report inappropriate actions by students to their administrator. IEP Service Providers acting within the course and scope of their duties and consistent with all requirements to maintain appropriate adult-student boundaries and interactions shall be held harmless for any inappropriate online behavior by a student or other participant.
- xii. IEP Service Providers shall develop and report for IEPs, document services/medical billing (as appropriate), assess, track and report Progress on Goals, and collaborate with Educators as appropriate for student support.
- xiii. The Special Education Administrator assigned to each workgroup will assist IEP Service Providers with a need for technological support/troubleshooting delivery of service remotely. Requests for assistance shall be submitted via email.

b. RSP (rostered with classes) Roles & Expectations

- i. Provide standards and goal-based resources and activities as applicable, utilizing Google Classroom or Canvas as the LMS districtwide.
- ii. RSP (rostered with classes) will establish and announce office hours.

1. Service minutes are inclusive of virtual/live instruction with the Case Carrier or Special Education classroom teacher, academic support, and related student practice activities as appropriate with a primary focus on synchronous delivery of services/therapy.
- iii. RSP (rostered with classes) responsibilities
 1. Plan appropriate standards-based instruction in accordance with the minimum instructional minutes.
 2. Provide standards-based and/or content appropriate instruction, utilizing google classroom or canvas as the LMS districtwide.
 3. Respond to parents and students in a timely manner.
 4. Support diverse learners (Inclusive of ELD and IEP accommodation/support).
 5. Provide students the opportunity to participate in an academic activity daily.
 6. Build rapport and connections with students.
 7. Engage in Daily Live Interactions: Unit members with a rostered class will ensure there is daily live interaction. Daily live interaction with certificated employees and peers can include but not limited to: instruction, progress monitoring, maintaining school connectedness, check-ins between teachers and pupils, the use of print materials incorporating assignments that are the subject of written or oral feedback. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders.
 8. Maintain and accurately report attendance/student participation.
- iv. RSP (rostered with classes) will regularly monitor work completion and participation to provide feedback to students.
- v. RSP (rostered with classes) will develop and post a syllabus/class expectations with information on accessing virtual curriculum, teacher contact information, and grading policy.
- vi. RSP (rostered with classes) will establish and announce office hours.
- vii. RSP (rostered with classes) will provide monitoring access (student-level access) for their google classroom and canvas to their site level administration.
- viii. RSP (rostered with classes) shall develop and report for IEPs, document services, track and report Progress on Goals, and collaborate with Educators as appropriate for student support.

*RSP, SDC, SH, PALS, Special Education Preschool & II: It is the mutual intent of CNTA and CNUSD to provide a similar level of support offered to Educators in a Traditional school setting. Unit Members within these classifications shall have access to Para-professional support. Para-professional delivery of services shall be considered service minutes.

c. Psychologist Roles & Expectations

- i. Psychologists will set their schedule asynchronously.
- ii. Psychologists will schedule times for assessment/delivery of services per the IEP.
- iii. Psychologists will establish and announce office hours each week.
- iv. Psychologists will engage in live interaction with student(s)/families/staff daily.
- v. Psychologists will develop and post psychologist contact information and information on accessing virtual support (if available).
- vi. Psychologists are expected to engage in work on their established workdays.
- vii. Psychologist responsibilities
 1. Plan appropriate support to staff and families
 2. Respond to staff and families in a timely manner
 3. Support diverse learners
 4. Provide services to students per the IEP (as applicable)
 5. Build rapport and connections with students
 6. Complete Risk Assessments (suicide ideation, abuse, substance abuse, etc.)
- viii. Reporting Non-Participation
 1. Students who are not responding/participating in IEP assessments/services will be reported to Site Administration at the end of each week.
- ix. During Remote Learning, Psychologists shall not be required or solicited to physically report to a worksite. Psychologists have the right to request access to work from a classroom/office worksite during regular school hours as the unit member deems necessary.
- x. In the event students resume physical attendance at a time other than the calendared start of the 2020-21 school year, Psychologists will be provided at least 24 hours of notice and a minimum of one “P-day” prior to attendance by students.
- xi. Psychologists shall report inappropriate actions by students to their administrator. Psychologists acting within the course and scope of their duties and consistent with all requirements to maintain appropriate adult-student boundaries and interactions shall be held harmless for any inappropriate online behavior by a student or other participant.
- xii. Psychologists shall develop and write report for IEPs, document services/Medi-Cal billing (as appropriate), track and report Progress on Goals if providing services, cumulative file review, provide behavior consultations, assessment planning, and collaborate with Teachers as appropriate for student support.

d. Counselor Roles & Expectations

- i. Counselors will set their schedule asynchronously.
- ii. Counselors will schedule times for delivery of student support as needed.
- iii. Counselors will establish and announce office hours each week.
- iv. Counselors will engage in live interaction with student(s) daily.
- v. Counselors will develop and post Counselor contact information and information on accessing virtual support (if available).
- vi. Counselors are expected to engage in work on their established workdays
- vii. Counselors will provide monitoring access (student-level access) for their google classroom to their site level administration
- viii. Counselors responsibilities
 1. Respond to parents and students in a timely manner
 2. Offer mental health support/referrals to students and families as needed
 3. Support diverse learners
 4. Build rapport and connections with students
 5. Provide social-emotional and follow-up support to students referred to them for non-attendance/otherwise identified as potentially “at-risk”, as regularly provided in the traditional school setting.
 6. Complete Risk Assessments (suicide ideation, abuse, substance abuse, etc.)
 7. Provide interventions, utilizing Google Classroom or Canvas as the LMS districtwide as appropriate.
 8. Provide counseling and/or teaching social-emotional skills through virtual platforms of the counselor’s choice such as Zoom, Google Meets, etc. as appropriate.
 9. Provide resources and support to Educators implementing social/community building systems as appropriate.
 10. Caseload management, academic guidance, and scheduling.
 11. Complete Medi-Cal Billing as appropriate.
 12. Support virtual IEP, SST, 504 processes (to the degree previously required prior to school closure).
- ix. During Remote Learning, Counselors shall not be required or solicited to physically report to a worksite. Counselors have the right to request access to work from a classroom/office worksite during regular school hours as the unit member deems necessary.
- x. In the event students resume physical attendance at a time other than the calendared start of the 2020-21 school year, Counselors will be provided at least 24 hours of notice and a minimum of one “P-day” prior to attendance by students.

- xi. Counselors shall report inappropriate actions by students to their administrator. Counselors acting within the course and scope of their duties and consistent with all requirements to maintain appropriate adult-student boundaries and interactions shall be held harmless for any inappropriate online behavior by a student or other participant.

e. Nurse Roles & Expectations

- i. Nurses will set their schedule asynchronously.
- ii. Nurses will schedule times for delivery of student support as needed.
- iii. Nurses will establish and announce office hours each week.
- iv. Nurses will engage in live interaction with student(s)/families daily.
- v. Nurses will develop and provide contact information and instructions on accessing virtual support (as needed).
- vi. Nurses are expected to engage in work on their established workdays.
- vii. Nurses responsibilities
 1. Respond to staff, parents, and students in a timely manner
 2. Offer health support/referrals to students and families as needed
 3. Support diverse learners
 4. Build rapport and connections with students
 5. Complete Risk Assessments (suicide ideation, abuse, substance abuse, etc.)
 6. Provide consultations to students and families through virtual platforms of the Nurse's choice such as Zoom, Google Meets, etc. as appropriate.
 7. Provide resources and support the development and implementation of Health Action Plans as needed.
 8. Caseload management and Medi-Cal Billing as appropriate.
 9. Complete Health assessments (as practicable), write IEP reports and attend virtual IEPs.
- viii. During Remote Learning, Nurses shall not be required or solicited to physically report to a worksite. Nurses have the right to request access to work from a classroom/office worksite during regular school hours as the Nurse deems necessary.
- ix. In the event students resume physical attendance at a time other than the calendared start of the 2020-21 school year, Nurses will be provided at least 24 hours of notice and a minimum of one "P-day" prior to attendance by students.
- x. Nurses shall report inappropriate actions by students to their administrator. Nurses acting within the course and scope of their duties and consistent with all requirements to maintain appropriate adult-student boundaries and interactions shall be held harmless for any inappropriate online behavior by a student or other participant.
- xi. Any additional duties related to COVID will be bargained.

f. Program Specialist Roles & Expectations

- i. Program Specialists will set their schedule asynchronously.
- ii. Program Specialists will schedule times for virtual IEPs.
- iii. Program Specialists will establish and announce office hours each week.
- iv. Program Specialists will engage in live interaction with families/staff daily.
- v. Program Specialists will provide Educators with contact information and information on accessing virtual support (if available).
- vi. Program Specialists are expected to engage in work on their established workdays.
- vii. Program Specialist responsibilities:
 1. Assist Educators with completion of compliant IEPs
 2. Provide appropriate support to staff and families
 3. Respond to staff and families in a timely manner
 4. Support diverse learners
 5. Liaise between school site staff and families
 6. Communicate with non-public agencies regarding students as required
 7. Facilitate staffing
 8. Attend high profile IEPs as a participant for Special Education Compliance as necessary
- viii. Program Specialists shall not be required or solicited to physically report to a worksite. Program Specialists have the right to request access to work from a classroom/office worksite during regular office hours as the Program Specialist deems necessary.
- ix. In the event students resume physical attendance at a time other than the calendared start of the 2020-21 school year, Program Specialists will be provided at least 24 hours of notice and a minimum of one “P-day” prior to attendance by students.
- x. Program Specialists shall report inappropriate actions by non-CNUSD personnel to their administrator. Program Specialists acting within the course and scope of their duties and consistent with all requirements to maintain appropriate boundaries and interactions shall be held harmless for any inappropriate online behavior by a student or other participant.
- xi. CNUSD and CNTA agree to continue to evaluate Program Specialist workload with the understanding that adjustments will need to be made to minimize the impact of additional duties that may arise through State and Federal mandates.

XIII. Work Groups

**** SH/SDC, NSH/SDC, PALS, II, Adult Transition, and Special Education**

Preschool: The parties agree that prior to August 15, 2020, a work group consisting of CNTA and CNUSD appointees from High Contact Special Education programs shall mutually develop instructional practices to best support their students during remote learning and safety precautions moving into a hybrid instructional model.

**** Certificated Support Services Members (Psychologists, Counselors, Nurses, APE, SLPs, Program Specialists, DHH):** The parties agree that prior to Aug. 3, 2020, a work group consisting of CNTA and CNUSD appointees shall mutually develop the process for student IEP assessments during remote learning.

XIV. Technology for Delivery of Instruction/Support

The District shall provide, to the extent practicable, reasonable requests for tools and resources to enable Unit Members to complete the essential duties of their job. Unit Members shall submit their requests for resources to their Site Administration. Unit Members shall be held harmless in the event technology is not provided/operational. Any issues with technology shall be reported to site administration and IT Tech Support (951.736.5190 or help@cnusd.k12.ca.us). Devices and device support will be available to Certificated Staff via drop off, drive up or other delivery options as needed.

XV. Training

All Unit Members will be offered voluntary Professional Development/Training with a focus on the use of technology for remote learning. Unit Members may request additional training for the use of technology for the purposes of remote learning. Trainings offered for the 2020-2021 school year will be voluntary and offerings shall be accessed remotely from Unit Member's homes. Any Professional Development/Training offered during non-duty/off-track time, shall be compensated at the hourly curriculum rate. Other Professional Development/Training options will be negotiated in the future.

XVI. District Funding

To the extent required by law, the District shall submit a "J-13A waiver material decrease request", and/or any other waiver for which the District may be eligible, to California Dept of Ed in order to mitigate the loss of Average Daily Attendance (ADA) funding.

XVII. Employee Leaves

The Parties agree that if a Unit Member is unavailable or unable to perform assigned work for personal or medical reasons, the bargaining Unit Member shall follow Article 13 of the Collective Bargaining Agreement and Federal and State guidelines for additional paid leave. Teachers will utilize Aesop to report an absence on days when they will not be providing instruction. Accrued fully-paid sick leave entitlement shall be reduced on a pro-rated basis in increments of one hour (1/7 day) per the hours reported as unavailable. Any unit member absent from duty under quarantine or due to illness arising out of the Coronavirus Pandemic shall notify the District when they have tested positive for COVID-19, shall follow the CDC, State and County guidelines for care, and shall be paid their regular salary in full for the period of absence per Article 13.6 of the Collective Bargaining Agreement. If a member is symptomatic or has been exposed during the course of their employment and in the process of being tested for COVID, the member will be tested and Article 13.6 will apply until they are cleared to return to work.

XVIII. Class Size/Caseload

CNUSD will be consistent with current class-size/caseload caps, as bargained in the 2019-20 Collective Bargaining Agreement

XIX. Evaluations

- a. Formal observations will not occur until after September 18, 2020.
- b. Informal observations will be scheduled at least 24 hours in advance.
- c. 35th day evaluation opening and goal settings timelines and form will be
 - i. submitted via email. Optional virtual meetings can be set up by mutual agreement.

XX. Unit Member Virtual School Opportunities

a. Employment

- i. Priority consideration for virtual position hiring will be given to Unit Members who are high risk or have a high-risk immediate member of their family living within their household, according to CDC guidelines.
- ii. At the end of the 2020-2021 school year, students in the virtual learning program will return to the school they were assigned to on July 1, 2020.
- iii. At the end of the 2020-2021 school year, Unit Members voluntarily or involuntarily assigned to the virtual school will be considered returned to their previous position/grade/level/track/content/site they were assigned to prior to beginning 2020-2021 virtual staffing for the purposes of staffing decisions for the 2021-2022 school year.
- iv. At the end of the 2020-2021 school year, Unit Members voluntarily or involuntarily reassigned or displaced due to the virtual school staffing will be considered returned to their previous position/grade/level/track/content/site they were assigned to prior to

beginning 2020-2021 virtual staffing for the purposes of staffing decisions for the 2021-2022 school year.

- v. The district will select existing probationary/permanent members for virtual school vacancies. In the event an existing probationary/permanent member does not apply or accept a virtual position vacancy, it may be flown for outside hire.

b. Working Conditions

- i. Unit Members working in the virtual learning program will utilize Edgenuity/Odysseyware for instruction. Unit members may supplement with additional materials as needed.
- ii. All other provisions of this agreement apply to Unit members assigned to the virtual learning program.
- iii. Expectations for reporting to a worksite will be aligned to the expectations for all other Unit Members based on the instructional model in place in the district. In an effort to best support virtual learning, Unit Members assigned to the virtual learning program will be assigned to a district site and provided an isolated workspace (no students/limited staff interactions). It is the intent of both parties to minimize Unit Member movement and provide opportunities to remain at their current site to the extent possible. If this is not possible, a comparable location will be provided that is geographically similar.
- iv. Teachers assigned to the virtual setting will be supervised by the worksite principal and virtual administrator.

c. Elementary Staffing Decisions

- i. Staffing will be consistent with current class size/case load caps as bargained in the 2019-2020 collective bargaining agreement.

d. Secondary Staffing Decisions

- i. The intent is to maximize full time positions at the virtual school.
- ii. Staffing will be consistent with current class size/case load caps as bargained in the 2019-2020 collective bargaining agreement.
- iii. If 5 sections exist, a full-time position will be established
- iv. If less than 4 sections exist, the sections may be offered by section (sold preps). If exactly 4 sections exist, the district and the association will consult.
- v. No Unit Member shall be offered more than one sold prep until all other appropriately credentialed Unit Members have been offered an additional section (sold prep).

e. Training

- i. Any class that is not supported by the Odysseyware/Edgenuity will be given the option of release days or paid planning time.

f. Support Services

- i. Staff support services with equitable percentages across sites.
- ii. The intent is to provide focused FTE positions for virtual support services and limit split positions to the greatest extent possible.
- iii. The intent is to staff the virtual school according to current practice
- iv. Factors to be considered are enrollment, students on IEPs, EL status, Title 1 status, low SES status.
- v. As soon as enrollment is established, the staffing will be determined, shared with the Association, and posted for transfer.
- vi. Caseloads will be comparable to brick and mortar sites.
- vii. IEPs and services will be provided virtually.

XXI. Communications to Members

CNUSD will make every effort to inform/update Non-Management Certificated Staff regarding new information, prior to sending such information out to Parents, Students, the Community at-large, or publishing for public access.

XXII. Agreement to Meet and Negotiate

- a. The parties agree to meet digitally within ten (10) calendar days, unless otherwise mutually agreed upon, to negotiate any guidance from the California Department of Education, the Federal Department of Education, and/or any Federal, State, or County directives that impact matters within the scope of representation.
- b. In the event the State of California alters requirements for schools in response to COVID-19, the parties agree within ten (10) calendar days, unless otherwise mutually agreed upon, to negotiate the impacts. All components of the current Collective Bargaining Agreement between CNTA and Corona-Norco Unified School District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.
- c. The parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.
- d. This MOU addresses the negotiable effects of the coronavirus (COVID-19). The District and/or Association reserve the right to negotiate any additional impacts and/or additional school effects in the 2020-2021 school year.

XXIII. Terms of Agreement

The Terms of this agreement shall sunset December 31, 2020, unless both parties mutually agree upon an extension.

The CNUSD School Board will determine any future transition between instructional models at a formal public meeting by majority vote. If the Board makes a decision to transition students from remote learning to hybrid or any in-person learning, the parties agree to negotiate this agreement within ten (10) calendar days, unless otherwise mutually agreed upon, with three (3) weeks between decision and implementation.

The provisions of this agreement shall not be modified and/or changed unless both parties mutually agree.

This Memorandum of Understanding shall not be precedent setting nor form any basis for a past practice.

Agreed 8:45 PM July 16, 2020