

MEMORANDUM OF UNDERSTANDING  
BETWEEN CALIFORNIA MILITARY INSTITUTE  
AND CALIFORNIA MILITARY INSTITUTE TEACHERS ASSOCIATION (CMITA)

2020-2021 INSTRUCTIONAL PRACTICES DURING THE COVID-19 PANDEMIC

AUGUST 4, 2020

The California Military Institute ("CMI" and/or "Charter") and California Military Institute Teachers Association ("Association" and/or "CMITA") enter this Memorandum of Understanding ("MOU") in response to the reopening of schools for the 2020-2021 school year and the need for changes to instructional models and practices due to the ongoing COVID-19 pandemic. The Charter and the Association are hereinafter collectively referred to as "the Parties."

**BACKGROUND:** The Parties acknowledge the Charter's decision to close school to prevent the spread of illness arising from the COVID-19 pandemic. The Parties agree that this MOU, in conjunction with the current Collective Bargaining Agreement ("CBA"), dated July 1, 2018 - June 30, 2021, meets all bargaining obligations of both Parties.

It is the mutual interest of the Parties to address the recommendations of public health officials in order to prevent the spread of illness arising from COVID-19.

The Parties recognize that the Charter has elected to begin the 2020-2021 school year with a distance learning only instructional model.

The Parties recognize the need for flexibility in order to comply with legal mandates, mandates issued by the Governor's office, and directives issued by state and local public health officers. The Parties also recognize the ambiguity contained in various laws, orders and directives that have been issued to guide the reopening of schools for the upcoming school year and constantly changing guidelines and health conditions, creating a need for flexibility as such orders, directives and conditions may change from time-to-time.

The purpose of this MOU is to formalize and finalize the Charter's consultation and negotiation obligations with the Association regarding the reopening of the Charter.

The Parties agree to the following:

1. **Terms of Collective Bargaining Agreement.** Unless otherwise noted below, all terms of the current CBA shall remain unchanged and in full force and effect.
2. **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. Assigned Extra Duty stipends which can be performed, and have been authorized by administration, shall be compensated pursuant to the CBA.
3. **Hours of Work.** All unit members will work their regular contracted hours in accordance with Article VII of the CBA. Unit members shall also have a scheduled prep period in accordance with the CBA. Unit members shall not be required to work beyond their number of total contract days or contract hours as specified in the CBA.

The bell schedule shall be adjusted to provide same starting and ending times Monday through Thursday. Fridays shall be minimum days for students with time for collaboration, professional

development, and PLC meetings after the instructional day. All temporary bell schedule adjustments shall be reverted if the Charter returns to a full traditional instructional model. The Friday Collaboration will return to Wednesday after the 2020-2021 school year. This adjustment is only for the 2020-2021 school year.

4. **Work Location.** Unit members shall have the option of performing their duties from their site classrooms/office or remotely. Unit members who choose to work remotely shall comply with all Charter policies, administrative regulations, work schedules, and job assignments. The Charter is not responsible for costs associated with unit members working remotely.

5. **Expectations for Unit Members.**

- a. *Distance Learning.* Unit members shall provide standards-aligned content and instruction substantially equivalent to the quality and rigor of classroom-based instruction utilizing currently existing learning management systems (“LMS”). Unit members will not be expected to employ additional platforms. The standard platforms of instructional delivery for the Charter is through Canvas LMS, Google G Suite for Education, and Edmentum/Plato. In addition, unit members may use other Charter adopted Instructional resources, such as Newsela, AVID Weekly, Smarter Balanced Digital Library and SBAC Interim Assessments, CAASPP Online Practice and Training Tests Portal, HMH Holt Online, Read 180, System 44, Rosetta Stone, Pearson My Perspectives, Pearson Realize, ERWC Online, Actively Learn, National Geographic Connect, Math XL, Imagine Math, Discovery Education Techbooks, iCEV, Renaissance Reading Program, and Precision Exams to support instruction through the LMS.

Unit members shall ensure that site administration has access to the unit member’s lessons via the LMS or Google Classroom; however, unit members shall not be required to submit a written lesson plan to administration.

Unit members are not required to investigate student access to technology, but upon the occasion that the unit member learns that a student does not have access to a computer and internet at home in order to participate in Distance Learning, the unit member shall notify site administration.

Unit members shall provide daily live interactions with students for the purposes of instruction, progress monitoring, and maintaining school connectedness adhering to the established school schedule. The format of live interactions is at the discretion of the unit member and may include live video, live audio, live chat, or other form of live interaction that complies with Section 43503 of the California Education Code. At minimum, unit members shall provide synchronous direct instruction for periods 1, 3, 5, and 7, and asynchronous instruction for periods 2, 4, and 6 on Mondays and Wednesdays, and shall provide synchronous direct instruction for periods 2, 4, and 6, and asynchronous instruction for periods 1, 3, 5, and 7 on Tuesday and Thursdays. Unit members may choose to provide additional synchronous direct instruction days beyond the minimum. The length of synchronous instruction shall be based on the unit member’s identified instructional needs. Asynchronous instruction, which may include, but is not limited to, participation in online activities, daily check-ins, completion of regular assignments, and completion of assessments, shall also occur on Fridays.

As expected in the traditional classroom setting, unit members shall continue to provide academic support for English Learners, students with disabilities, foster youth, homeless students, and students who have fallen behind in their academic progress to the best of their ability.

- b. *Grading.* Grading practices shall return to the standard expectations outlined in the Educator’s Handbook in compliance with board policy and applicable Education Code.

- c. *Attendance.* Unit members shall adhere to California Education Code Section 43504 requirements for taking and reporting student attendance through their participation in both synchronous and asynchronous instruction, verifying daily participation, and tracking assignments.
  - d. *Expectations for Non-Teaching Unit Members.* Non-Teaching unit members are responsible for providing direct services according to their job descriptions. The Charter may assign unit members with release periods or non-teaching course assignments to provide support for English Learners, students with disabilities, foster youth, homeless students, students who have fallen behind in their academic progress, and re-engage students who are absent for more than 60% of instruction time per week.
  - e. *Parent Communication.* Unit members shall routinely communicate with parents/guardians virtually. Unit members shall perform duties involving job-related communications with parents/guardians and community members virtually rather than in-person, as directed by the Charter. Unit members shall develop an individualized unit member profile hosted on the Charter webpage that includes course syllabi, links to LMS, and other relevant resources for parents. Developing and maintaining the profile should not be burdensome or unreasonably time consuming for the member nor shall it require unreasonable ongoing maintenance by the unit member.
  - f. *Collaboration Time & Professional Development.* Time for collaboration and professional development shall be scheduled weekly. Unit members may collaborate as necessary and appropriate while they are engaged in Distance Learning. It is expected that collaboration meetings will be conducted in a manner that adheres to Center for Disease Control, Riverside County Public Health, and state guidelines.
  - g. Unit members will not be responsible for additional professional assignments throughout the period of this agreement.
  - h. *Professional Interactions.* Unit members are expected to act professionally at all times and follow the guidelines and policies of Charter approved professional standards.
6. **Administrative Support.** 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.
7. **Students with Disabilities and Distance Learning.** When students with Individualized Education Programs (IEP) or Section 504 Plans receive their instruction via distance learning instructional model, all special education teachers and service providers shall collaborate, as appropriate, with general education teachers to support and implement individualized distance learning plans for their students. The plans will provide for instruction and/or services that meet the recommendations identified by the IEP team.

Student IEPs and Section 504 Plans, and amendments, shall be implemented to the greatest extent possible and continue to provide the services called for in those IEPs and Section 504 in a distance learning instructional model, ensuring accessibility and providing identified accommodations.

Unit members shall be asked to participate in IEP and Section 504 team meetings as certain timelines, including those for annual reviews, are still in place during site closures or when distance learning instructional model is being used. Virtual tools may be used, as needed, to hold any necessary 504 and IEP meetings.

The Charter shall communicate, as needed, to appropriate staff, when virtual tools are not appropriate or create significant barriers in addressing the goals determined by the IEP team. If this occurs, staff

shall schedule an IEP meeting and work with students and families in a manner that is in compliance and consistent with then-in-place safety protocols in supporting the educational needs of the student.

Special education unit members will work collaboratively with core content unit members to accommodate or adapt lessons to meet the needs of students in a distance learning environment and ensure that lessons and activities are appropriate and consistent with the student's IEP.

Unit members shall provide timely input to case managers in advance of scheduled IEP or Section 504 meetings.

The Parties agree to meet at the request of either Party to discuss implementing guidance from the California Department of Education (CDE), and/or United States Department of Education (DOE), and/or other applicable guidance, in order to ensure that the Charter provides equitable and appropriate education for students with special needs and meets all legal requirements.

8. **Evaluation Procedures.** The Parties agree that providing instruction and support in a Distance Learning model creates unique challenges. The evaluation process is designed as a method for the continuous improvement and professional growth of unit members. Unit members will be evaluated during the 2020-2021 school year consistent with Article VIII. When selecting standards for evaluation, both the unit member and evaluator should consider the unique challenges of Distance Learning. Unit members must provide evaluators access to virtual learning settings and all relevant electronic communications so that the evaluator can conduct a comprehensive evaluation.

The timeline for summative evaluations specific to Non-Veteran employees shall be extended so that employees receive their summative evaluations no later than February 1, 2021 or by their 26th week of service if their service began after the first week of school.

9. **Leaves of Absence.**

- a. *COVID-19 Positive Test.* If a unit member tests positive for COVID-19, the unit member shall be placed on paid leave in accordance with Center for Disease Control, Riverside County Public Health, and state guidelines. This leave shall not be deducted from the unit member's accrued leave.
- b. *COVID-19 Exposure and Clinical Symptoms.* If the Charter excludes a unit member from reporting to work due to COVID-19 exposure or exhibit clinical symptoms, the unit member shall also be placed on paid leave which shall not be deducted from the unit member's accrued leave.
- c. *Medical Susceptibility.* Unit members who may be at high-risk for COVID-19 exposure during the pandemic and who provide the appropriate medical documentation shall be entitled to reasonable accommodation as required by state and/or federal law.
- d. *Other Leaves.* If a unit member is unavailable or unable to perform assigned work for personal or medical reasons, the unit member shall follow the Charter's appropriate leave reporting procedures.

10. **Safety Conditions.**

- a. *Limits on Campus Access.* The school site shall be closed to non-approved visitors, including family members, who are not Charter employees or students. Any student, parent, caregiver, approved visitors, or staff showing symptoms of COVID-19 will be excluded from campus.

- b. *Staff Symptom Screening.* The Charter adopts the following guidelines for unit members when entering school property:
- i. Unit members must self-screen before entering Charter property, i.e. check temperature to ensure temperatures below 100.4 degrees Fahrenheit, check for symptoms outlined by public health officials and stay home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19. All unit members are responsible for personally assessing their own health and possible exposure to the virus causing COVID-19 at least daily while on campus. This includes considering whether unit members have experienced any symptoms, including: cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell. This list is not all possible symptoms. Other less common symptoms have been reported, including gastrointestinal symptoms like nausea, vomiting, or diarrhea.
  - ii. When unit members enter worksites, the Charter may engage in symptom screenings consistent with Health Directives and guidance from the Centers for Disease Control and Prevention, which includes visual wellness checks and temperature checks with no-touch thermometers and questioning regarding COVID-19 symptoms and whether unit members have anyone in their home with COVID-19 symptoms or a positive test.
  - iii. Unit members exhibiting any symptoms, or who believe they have been in close contact with someone who may have COVID-19, shall immediately notify Human Resources and avoid contact with other individuals. Unit members returning from quarantine and/or isolation shall not return to Charter property without receiving clearance through Human Resources prior to doing so.
  - iv. The Charter will work with Riverside University Health System-Public Health, to initiate contact tracing upon notification that an employee or student has been infected with COVID-19 and send all required notices, while ensuring the unit member confidentiality as required by law. Unit members shall cooperate with contact tracing as requested by the Public Health Department and the Charter. Unit members should know their closest contacts. As defined by the CDC, for COVID-19, a close contact is anyone who was within 6 feet of an infected person for at least 15 minutes starting from 48 hours before the person began feeling sick until the time the patient was isolated.
- c. *Guideline Updates.* The Charter reserves the right to modify requirements based on Health Directives and guidelines, as those directives and guidelines may change from time-to-time.

## 11. **General Provisions.**

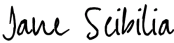
- a. **Not Precedent Setting.** The Parties agree that this MOU is not precedent setting, does not constitute a past practice, and does not constitute a waiver of the Charter's right to refuse to negotiate matters that are not mandatory subjects of bargaining.
- b. **Compliance with Law.** The Parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The Parties will comply with existing and further state or federal legislation or applicable orders and directives as they affect the terms and conditions of employment of bargaining unit employees. Nothing in this MOU shall or is intended to prevent the Charter from following all requirements of law or complying with any applicable directives regarding curriculum and instructional strategies for the new learning models, as the laws and directives may be altered during the 2020-2021 school year in response to this ever-changing emergency.

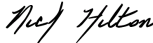
- c. **Inconsistencies with the Law.** If any term or provision of this MOU is inconsistent with any applicable law or any order issued by any federal, state, or local officer or agency having jurisdiction over the Charter, or if the inconsistency could result in a loss of state or federal funding, the terms of the applicable law/order shall prevail and the inconsistent term of this MOU shall be disregarded. In this instance, the Parties shall consult about the changes to this MOU as soon as possible and, in advance, if practical.
- d. **Term.** The Parties agree that this MOU shall expire on December 31, 2020 unless extended or modified by mutual written agreement or the Charter Governing Board determines to provide a different instructional model.
- e. **Complete Understanding.** This MOU represents a full and complete understanding between the Parties.
- f. **Authorization to Execute Agreement.** The undersigned Parties represent that they have read and understand the terms of this MOU and are authorized to execute this MOU on behalf of their principals. Copies of signatures shall have the same force and effect as original signatures. Facsimile and electronic signatures shall be deemed original signatures.
- g. **Board Approval Required.** This MOU is contingent upon approval of the Charter Governing Board.


Dated this 4<sup>th</sup> day of August 2020

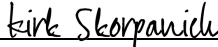
**California Military Institute Teachers Association (CMITA):**


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