Memorandum of Understanding
Between
Mt. Diablo Education Association
And
Mt. Diablo Unified School District

Horizons Virtual Learning Program
Supporting Grades 6-8

This Memorandum of Understanding ("MOU") is entered into, by and between the Mt. Diablo Unified School District ("MDUSD" or "the District") and the Mt. Diablo Education Association ("MDEA"), hereafter collectively referred to as "the Parties," on June 22, 2022 to address the changing needs of the Virtual Learning Program to support 6th-8th grade students in Mt. Diablo Unified using virtual instruction. The Virtual Learning Program is a program of the Horizons School in Mt. Diablo Unified.

The language below shall take effect starting the 2022-23 school year. This agreement will expire on June 30, 2023. After June 30, 2023, if the District offers any Independent Study Alternative Program that is different than what it offered on March 12, 2020, the Parties will negotiate the impacts and effects of that program. Further, if through legislation, executive order, or other applicable government action, the requirements for independent study are changed in any way that impacts programs addressed in this MOU, the Parties shall immediately meet and negotiate the impacts and effects of those changes. This MOU is not an agreement related to the District's requirements under Education Code 46393.

1.0 Virtual Learning Program Overview

For the 2022-2023 school year, the following instructional requirements will be implemented regarding the Virtual Learning Program:

Grade Span	Virtual Live Whole Class Instruction	Virtual Live Small Group Instruction
6-8th grade *Virtual Learning Program*	5 hours of virtual live, synchronous instruction per week: 1 hour of instruction in English 1 hour of instruction in History 1 hour of instruction in Math 1 hour of instruction in Science 1 hour of instruction in an elective	30 min daily (i.e., ELD for those who require ELD, 1-1, or small group for non ELD students)

1.1 "Virtual Live Whole Class Instruction" means direct live instruction between the pupil and the certificated teacher.

2.0 Work day

2.1 The work day for the bargaining unit members in the Virtual Learning Program shall be the same length as other bargaining unit members working at the same level / in the same job classification, as described in the CBA.

3.0 Work site

3.1 6-8 Virtual Learning program bargaining unit members will work from their assigned District site each day.

3.2 All bargaining unit members in these programs who are reassigned to sites shall qualify for the release time or pay in Article 4.1.7 and 4.1.7.1 of the Parties' collective bargaining agreement.

3.3 All Virtual Learning Teachers shall have their own assigned classroom / office / workspace at a District site.

3.3.1 If a Virtual Learning Teacher is assigned an office or workspace that is in the same room as other people:

3.3.1.1 they shall have at least 50 square feet of space for their exclusive use.

3.3.1.2 the District shall provide them with a desk and a filing cabinet or a cabinet that locks.

3.3.1.3 their desk shall be at least six feet from any other desks in the room

3.3.1.4 upon request, Virtual Learning Teachers shall be provided up to three cubicle walls of at least 52 inches in height. These walls will be provided within a reasonable amount of time.

3.3.1.5 the District shall provide a noise canceling headset/microphone set that functions with their District computer.

4.0 Daily schedules for Horizons bargaining unit members

4.1 6 - 8th Virtual Learning Program Classroom teacher will:

- Work 420 minutes per day.
- Provide 60 minutes of Virtual Live Whole Class Instruction daily and 30 minutes of small group instruction per day.
- Assign 240 minutes per day of asynchronous assignments.
- Be responsible for all of the duties listed in the Classroom Teacher job description.
- The virtual schedule must meet minimum instructional time requirements.
    - 4–8 54,000
- 60 minutes of prep per day.
- 30-minute duty free lunch per day.

4.2 The rest of the bargaining unit member's work day shall be time beyond minimum instructional minutes, which is addressed in 4.4.

4.3 Bargaining unit members will establish an academic weekly school schedule/calendar that is compliant with the daily schedule guidelines in 4.0. Bargaining unit members will share the weekly schedule for the year with the site administrator and families/guardians by August 11, 2022, or within 3 workdays of starting with the program if they are hired after August 11, 2022. Bargaining unit members shall work with administrators when the schedules require amendments.

4.4 Per Article 9.1 in the CBA, bargaining unit members shall, at their discretion, use the time in their bell schedule beyond the minimum instructional minutes listed above for the following: progress monitoring, grading, small group instruction, meetings, home instruction curriculum alignment, trainings, collaborating with peers, employing re-engagement strategies, developing assessments: both informal and formal, virtual learning preparation, professional development, IEPs, 504s, SSTs, CARE, and/or communicating with families / family contact.

5.1 Site meetings for all bargaining unit members in the Virtual Learning Program shall comply with the language in Article 9.2.1.1 of the CBA.

6.1 Bargaining unit members may request that families seeking to bring non-student, non-guardian persons to in-person meetings first obtain the permission of the bargaining unit member.

7.1 The District shall provide appropriate grade level and subject level online curriculum for each grade and course subject. The teacher has the ability to incorporate independent learning strategies the same as they would do in a classroom setting while they remain online. Teachers may have students in breakout rooms, one on one, or whole-group as normally determined by the teacher.

8.1 While teaching virtually, it is expected that the Virtual Teacher will have their camera on while teaching and supporting students virtually. As is the case in a brick-and-mortar classroom setting, students will be instructed not to record the instruction. Students, and parents of students participating virtually, will be informed that recordings of the teacher/classroom are not permitted, and this includes teacher/parent conferences.

9.1 For the 2022-2023 school year, the District shall provide professional development for all Virtual Learning Teachers on how to effectively use Google Classroom and how to access online curriculum content, including but not limited to APEX.

10.1 The District shall provide each Virtual Learning Teacher with a District computer that can run video conferencing software and all programs and online programs / applications that are part of their curriculum and a second monitor that functions with their computer. The computer will have a working microphone and webcam. The District shall ensure that all provided district computers can access the district network through hard wire and wireless connections. The District shall provide each Virtual Learning Teacher a document camera (ex. elmo) and a District chromebook similar to those distributed to students. It is the Virtual Learning Teacher's responsibility to request any other needed equipment and/or support from the Virtual Learning Administrator.

11.1 The District shall ensure that all Virtual Learning students have district-provided technology and reliable internet access. The District shall ensure that all staff have adequate tech support, and to ensure that bargaining unit members do not need to perform tech support for students or families. Email and direct phone number or extension where staff can receive technical support shall be provided to Virtual Learning Teachers.

12.1 Virtual Learning Teachers will use Google Classroom.

13.1 Virtual Learning teachers may need to provide materials in print for their students and/or instructional materials. When this unique material need arises, the District shall provide

access to the instructional materials. The Virtual Learning teacher and school site administrator and/or their designee shall work collaboratively to decide a reasonable and appropriate production timeline and delivery method.

14.1 Virtual Learning Program will follow all accommodations and modifications specified in student IEPs and 504 plans as required by law, and Virtual Learning Teachers will participate in meetings to develop and revise these plans.

15.1 Virtual Learning Teachers are responsible for other professional duties as identified in the CBA which include SSTs, CARE Team Meetings, IEP meetings, staff and District meetings, Back-to-School Night, and Open House.

16.1 The Virtual Learning Program Administrator shall be responsible for program orientation.

17.1 Class size shall be limited to 29. Class size overages per the CBA will be paid for every day a Virtual Learning Program bargaining unit member is over the class size of 29, beginning on the eighteenth (18th) day after the first student instructional day. This does not constitute an alternatively bargained agreement under the terms of Education Code section 51745.6.

17.2 There shall be no combination classes in the 6-8 Virtual Learning Program.

18.1 In the Virtual Learning program, Special Ed service providers, including but not limited to, Resource Specialists, and Speech & Language Pathologists, will provide push-in and pull-out virtual and online support in accordance with the child's IEP.

19.1 The District will ensure supervision and delivery of content is provided to students whose teacher is on leave for any period of time through the use of substitute teachers, administrators, and other district support staff. No bargaining unit member will be required to substitute/cover for another. If any bargaining unit member volunteers to substitute/cover for another bargaining unit member they shall receive any and all applicable pay outlined in the CBA, including in 9.8.2 and 9.8.3

20.0 Transfer into Virtual Learning

20.1 For the 2022-2023 school year, the District anticipates very few additional Virtual Learning positions to be available. There may be fewer positions in 2022-2023 than there were in 2021-2022. Following all applicable credentialing requirements, staff will be employed in the Virtual Learning program:

20.1.1 If there is a need to reduce employees at the VLP through the involuntary transfer process, employees with a qualifying ADA disability and for whom virtual work is determined by the district to be a reasonable accommodation shall be considered last for involuntary transfer and then transferred, if necessary, by seniority as a separate and distinct group of employees.

20.1.2 If there are Virtual Learning Program vacancies, first priority will be with a qualifying ADA disability where virtual learning is determined by the district to be a reasonable accommodation given to those employees who meet the legal definition of having (or are regarded as having) a disability according to the Americans with Disabilities Act (ADA) and/or the Fair Employment and Housing Act (FEHA).

20.1.2.1 In the event two or more bargaining unit members with reasonable accommodation needs with appropriate credentials apply for the

transfer, the member with the highest seniority will be transferred to the Virtual Learning program. Ties in seniority will be broken via a lottery which will be conducted by the Chief of HR and the MDEA President.

20.1.2.2 Immediately upon creation of any position in the Virtual Learning will publicize those positions via email to all bargaining unit members.

20.2 After bargaining unit members with reasonable accommodation needs have been placed, and if there are still vacant Virtual Learning program positions, these positions shall be made available to all bargaining unit members with appropriate credentials via the voluntary transfer process in Article 5 of the CBA.

20.3 No bargaining unit member may be involuntarily transferred into a Virtual Learning program position.

20.4 6 - 8th VLP positions were newly created for this pilot. If these positions are reduced or eliminated for the 2023-2024 school year, bargaining unit members who transferred into or were reassigned to these positions for the 2021-2022 or 2022-2023 school year shall have return rights to the site/program to which they were assigned on the first day of the 2020-2021 or 2021-2022 work year. If there is no open position, a position shall be created by an involuntary transfer of the least senior teacher. Bargaining unit members who seek to exercise their return rights must do so prior to 5:00 p.m. 2 workdays prior to the date for notice of tentative assignment / involuntary transfer outlined in the collective bargaining agreement or any current MOU. Members who do not exercise this right, or who do not respond in the event the district requests a response, will be given a tentative assignment or involuntarily transferred according to the CBA.

21.1 Virtual Learning program teachers shall be evaluated by the Virtual Learning program administrator.

22.1 Violations of this MOU shall be subject to the grievance article of the Collective Bargaining Agreement between the Parties.

23.1 Where there are conflicts between this language and the language in the Collective Bargaining Agreement, this language shall apply. Where this language is silent on a topic the language in the Collective Bargaining Agreement shall apply.

24.1 Nothing in this agreement shall preclude the Parties from modifying this MOU by mutual written agreement by both parties.

25.1 This MOU shall be in effect for the 2022-2023 school year only.

For the District:

Ryan Seeley

6-22-22

Date

For MDEA:

Anita Johnson

6-22-22

Date