

CARDIFF SCHOOL DISTRICT
1888 Montgomery Avenue
Cardiff-by-the-Sea, California

SPECIAL MEETING OF THE GOVERNING BOARD
AGENDA
Thursday, August 20, 2020 • 12:30 PM • PUBLIC MEETING

The Governor of California has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka "Coronavirus"). The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference/video calls while still satisfying state transparency requirements.

TO ACCESS THE AUGUST 20, 2020 GOVERNING BOARD OF TRUSTEES SPECIAL MEETING:

The public's health and well-being are the top priority for the Cardiff School District Governing Board of Trustees and you are urged to take all appropriate health and safety precautions. As such, the August 20, 2020, Special Meeting of the Governing Board of Trustees will be available through telephonic/video means.

Please click the link below to join the webinar:

<https://zoom.us/j/93336998831?pwd=K2JPR2FpM1FqSnNIQUxyZENKK0R6dz09>

Passcode: DYEr3K

Or iPhone one-tap :

US: +16699009128,,93336998831#,,,,,0#,,052782# or +13462487799,,93336998831#,,,,,0#,,052782#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 346 248 7799 or +1 253 215 8782 or +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592

Webinar ID: 933 3699 8831

Passcode: 052782

International numbers available: <https://zoom.us/u/acK1nLLSfT>

TO ADDRESS THE GOVERNING BOARD REGARDING AN ITEM ON THE AGENDA:

Persons wishing to address the Board concerning items on the agenda are invited to do so when the item is addressed at the meeting. Please complete and submit the Request to Provide Public Input Form (see link below). When the Board President invites you to speak, the moderator will unmute your device. Please state your name for the record. In the interest of time and order, each speaker is allotted a maximum of three (3) minutes. When your speaking time expires you will be prompted with a 15-second warning, after which the moderator will mute your device. The [Request to Provide Public Input Form](#) will be available one hour prior to the meeting, beginning at 11:30 am, Thursday, August 20, 2020, in order to give the public an opportunity to complete a request to speak. If you are unable to access the live link to the form at 11:30am on August 20, please email Emily Horta at:

emily.horta@cardiffschools.com

If reasonable accommodations are needed to access the meeting based on disability or other reasons, please contact emily.horta@cardiffschools.com or 760-632-5890 x101 at least twelve (12) hours in advance of the meeting to make arrangements for such reasonable accommodations. In compliance with Government Code 54957.5, agenda-related documents that have been distributed to the Board less than 72 hours prior to the Board meeting are

available for inspection upon request at the Cardiff School District, 1888 Montgomery Avenue, Cardiff or on our [website](#).

The business to be transacted at the meeting shall be limited to the following:

I. ORGANIZATIONAL ITEMS

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call
 - Ms. Siena Randall, President
 - Mr. David Ross, Clerk
 - Ms. Nancy Orr, Member
 - Mr. Dave Clark, Member
 - Mr. Mark Whitehouse, Member
 - Ms. Jill Vinson, Superintendent
- D. Approve Agenda for August 20, 2020
 - All items are action unless labeled information*

II. HEARING SESSION

- A. Public Comments
 - At a special meeting, only items listed on the agenda may be addressed in public comment. [GC 54954.3 (a)] The purpose of the Board meeting is to conduct the School Board's business in public. The Board welcomes and encourages public comments, however, in accordance with the Brown Act, Board members may not respond to comments during the public comment portion of the agenda. Any member of the public who wishes to address the Board on an item on the agenda or on another topic which lies within the Governing Board's jurisdiction may do so, but must submit a written request. Presentations are limited to 3 minutes per person per topic. The total amount of time to be allowed on any item is fifteen minutes, unless the time limit is waived by a majority vote of the Board. The Board may 1) acknowledge receipt of the information; 2) refer to staff for further study; or 3) refer the matter to a future agenda.*

III. GENERAL FUNCTIONS

- A. Approval of the [Memorandum of Understanding \(MOU\) for the 2020-21 Reopening of Schools in a COVID-19 Environment](#), between the Cardiff Elementary Teachers' Association (CETA) and the Cardiff School District

IV. ANNOUNCEMENT: ADJOURNING TO CLOSED SESSION

- A. Conference with Legal Counsel- Existing litigation pursuant to
Government Code Section 54956.9(d)(1)
Save the Park and Build the School v. National Park Service et al. Case
#20CV1080L AHG

V. REPORT FROM CLOSED SESSION (If applicable)

VI. ADJOURNMENT OF MEETING

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CARDIFF SCHOOL DISTRICT
AND THE
CARDIFF ASSOCIATION OF TEACHERS
REGARDING COVID-19 CORONAVIRUS AND OPENING SCHOOLS FOR THE 2020-21
SCHOOL YEAR
AUGUST 18, 2020**

The Cardiff School District (“District”) and the Cardiff Teachers Association (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the impacts and effects related to the coronavirus (“COVID-19”) pandemic, and the opening of schools for the 2020-2021 school year.

1.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

- a. The District and Association agree to meet and confer monthly during the pandemic to discuss the effectiveness of decisions made and any ongoing concerns. The Parties shall each select two (2) representatives chosen by the Superintendent and Association President or their designees to meet virtually in this consultation committee.
- b. Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed, to the extent not already addressed in this MOU or the Collective Bargaining Agreement.

2.0 DISTANCE LEARNING EXPECTATIONS

- a. During any period in which distance learning is provided, unit members will provide and document distance learning instruction in accordance with the requirements in Education Code section 43500 et seq. According to *Education Code 43501* as amended by SB98 the minimum daily instructional minutes are, for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), and 4-12 (240 daily minutes), and content must be aligned to grade level standards and provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
- b. Synchronous learning refers to a learning event in which a group of participants (students and educators) is engaged in learning at the same time. During synchronous learning, an educator is teaching live in real time and may incorporate other media in their daily lessons connected to the standards being taught. Educators provide guidance, support, and check for understanding throughout the lesson and may provide opportunities for students to practice their learning independently.

- c. Asynchronous learning refers to when the students learn material at different times and locations through a variety of methods. This may include pre-recorded lessons and learning tasks that students complete independently.
- d. Unit members shall provide daily live/synchronous interaction for the purposes of instruction, progress monitoring, and maintaining school connectedness. Interactive instruction should include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and provides the bargaining unit member opportunities to provide the student encouragement and feedback. Video conferencing will be the preferred method when providing daily live instruction.
- e. Daily lesson plans, assessments, and instructional methodologies used shall be at the discretion of the classroom teacher.
- f. Daily class meetings and regular small group instruction will be a part of the synchronous learning provided.
- g. Academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, video conferencing and live interaction are examples of what may be combined by the classroom teacher, content specialist or instructional support staff to meet the daily minimum minutes per grade level.
- h. Teachers will provide direction to their assigned instructional support staff and collaborate with content specialists.

3.0 TEACHING HOURS AND SCHEDULING

- a. Unit members shall work, whether for in-person or remote instruction, according to the bargaining unit member start and end times established by the CBA. If the school develops staggered start and end times, bargaining unit members shall adjust their contractual start and end times so that the overall duty day remains the same.
- b. During any period of distance learning, bargaining unit members are expected to work and be available during their normal contractual work hours and workdays (according to Article X). Site administrators will develop and provide unit members at their respective sites with schedules for them to follow at least one week prior to a change in instruction that will meet the instructional day requirements in Education Code section 43500 et seq.

- c. Prior to the return of students for classroom instruction, teachers will have their classrooms set up for such time that students are able to return to campus for in-person instruction. The classroom should be reasonably prepared in the event a substitute teacher is required, allowing the substitute to immediately step in and teach from the requesting teacher's classroom if needed.
- d. In order to fully prepare for students' return, prior to the initial shift from distance learning to in-person learning, unit members may plan for two days of instruction that is predominantly asynchronous, with the exception of a whole class morning meeting, to meet the the daily live synchronous interaction that is required by Education Code. As approved by the Board, the District will take approximately 10 additional days after the 14 day window in which the state metrics have been met and maintained to make the shift to in-person learning. These 2 days shall be included within that 10 day window.
- e. Prior to the initial shift from distance learning to in-person instruction or a substantive change in scheduling, the District will consult with the CETA executive board for input and feedback.

4.0 ACCESS LIMITATIONS, WORK LOCATION, AND SCHOOL SITE PROTOCOLS

- a. The District shall develop and implement a plan to minimize access to school sites, and limit non-essential visitors, facility use permits, and volunteers.
- b. Nothing in this MOU shall be construed to limit the Association's right to access District facilities under the Educational Employment Relations Act ("EERA"), consistent with mandated COVID-19 requirements issued by public health agencies.
- c. During any period of school or District-wide closure, unit members at the affected school site(s) may elect to work from their classroom or from a remote location. If the unit member elects to work from the classroom, the District will ensure compliance with all health and safety provisions in this agreement. Unit members shall not be required to work from school facilities during distance learning.
- d. School site protocols will be developed to minimize interaction of bargaining unit members, staff, students, and parents prior to the daily opening of the classroom space for in-person learning.

5.0 STAFF MEETINGS AND GATHERINGS

- a. All District employees are essential workers who may be required to participate in meetings as a function of their duties. District administration will determine the format of District and school site meetings (i.e. virtual or in-person) that

require employee attendance (e.g., staff meetings, professional development meetings, back-to-school night, etc.). If employee meetings are scheduled, a virtual attendance option will be made available. All mandatory health requirements will be followed for those physically in attendance. For other meetings that require the attendance of non-employees, such as 504s, IEPs, SSTs, and parent-teacher conferences, all employees participating in meetings can participate virtually or in person, unless the law requires that the meeting occur in-person.

6.0 SUBSTITUTE TEACHERS

- a. Unit members who are absent during distance learning will be expected to report their absences in a timely manner, as is already required, to ensure the District has adequate time to locate a substitute. In the event that a substitute cannot be assigned, the District will seek a volunteer from the unit members. Any unit member that steps in to fulfill the role of a substitute distance learning teacher while also continuing to provide regular distance learning instruction in their current assignment will receive a daily stipend of \$150.

7.0 TRAINING, EXPENSES, AND REIMBURSEMENT

- a. The District will provide access to training to unit members to deliver distance learning, as needed and with prior District approval.
- b. Unit members will be reimbursed for actual and necessary expenses incurred in the performance of distance learning duties, provided that the unit member obtains prior site administrator approval and follows all other requirements in the District's expense reimbursement procedures. Reimbursement will not be available for home internet costs and other resources that are otherwise available in the unit member's classroom.
- c. The District will provide unit members with District-approved software and technology for distance learning and will work with unit members as necessary to ensure that they have the requisite technology devices to support students during distance learning. Digital platforms shall conform with applicable privacy laws.

8.0 PRIVACY

- a. The District will issue Online Distance Learning/Technology Parent User Agreements to protect the privacy of unit members during distance learning, including the prohibition of the unauthorized use of listening or recording devices consistent with Education Code section 51512. In addition to continuing to enforce the rules for student conduct set forth in Board Policy, the District will issue written rules for student conduct during distance learning.

9.0 COMMUNICATION

- a. When distance learning is being provided to students, the District will attempt to provide unit members with 48 hours notice for any unscheduled work meetings, with the understanding that this is not always possible, so that unit members can make necessary arrangements to be available if possible by phone, video conference, or in person for such meetings.
- b. The District will make every effort to provide unit members with COVID-19 related parent communications prior to being sent to parents, except in the event of an emergency.
- c. Prior to applying for a waiver to begin in-person instruction, the District will consult with the impacted members 72 hours prior to submitting the application.

10.0 SPECIAL EDUCATION

- a. The District will continue to collaborate with the Director of Special Education and school psychologist, as well as unit members which include special education teachers, interns, and speech and language pathologists. The District will provide opportunities for these members to give input and feedback on the effectiveness and challenges of evaluations, individualized education program (IEP) team meetings, and the provision of related services amidst the pandemic.

11.0 EVALUATION

- a. Evaluations will be conducted only for new hires during the 2020-21 school year. This does not otherwise limit the right of site administrators to conduct observations and walkthroughs for non-evaluative purposes, nor does it limit the District's ability to address disciplinary issues regarding unit members if necessary, consistent with requirements in the Education Code.

12.0 ADHERENCE TO HEALTH GUIDELINES AND ORDERS

- a. The District will follow mandatory requirements issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), California Department of Industrial Relations Division of Occupational Safety and Health ("Cal-OSHA"), and San Diego Public Health related to COVID-19.
- b. Where there is a conflict between the various guidelines or orders, the District shall adhere to the mandatory requirements and guidelines set forth by California Department of Public Health ("CDPH") and San Diego Public Health in order to minimize potential health and safety risks for all unit

members, students, and their families.

- c. The Parties agree to meet as soon as possible to negotiate the impact and effects of revisions or updates to mandatory provisions in the current San Diego Public Health orders as they relate to a change in unit members' working conditions.
- d. The District will provide all unit members with clear protocols ahead of returning to campus and training upon their return.

13.0 LEAVES, ACCOMMODATION, AND SUPPORT

- a. From April 1, 2020 through December 31, 2020, unit members shall be eligible to take leave under the Families First Coronavirus Response Act ("FFCRA"), as required by law. This **FFCRA Information link** outlines the provisions of the legislation.
- b. In the event a bargaining unit member is unable to return to in-person instruction because he/she is at high risk for illness or infection associated with COVID-19, and the member is a qualifying individual with a disability under the Americans with Disabilities Act ("ADA"), the Parties acknowledge that the interactive accommodation process under the ADA may be required to determine reasonable accommodations to allow the member to perform the essential functions of his/her position. The District will, upon request, respond within five days to any unit member whose health condition is a disability, to set up a meeting to discuss what reasonable accommodations would allow the unit member to safely and effectively perform their essential duties, or whether a leave of absence is required as an accommodation.
- c. In the event a bargaining unit member is unable to return to in-person instruction because someone in his/her household is at high risk for illness or infection associated with COVID-19, the unit member may use available paid leave under the FFCRA, personal necessity leave under Article XII of the CBA, and any other applicable leave entitlements under the law.
- d. If a unit member has a health condition that heightens the risk of severe outcomes with COVID-19, but the health condition does not otherwise constitute a "qualifying disability" that triggers the interactive process required under the Americans with Disabilities Act, the District will work to support the unit member by discussing reasonable workplace accommodations such as distance learning or working remotely.
- e. In the event a disabled bargaining unit member is unable to return to in-person instruction because he/she is at a high risk for illness or infection associated with COVID-19, and an alternate or remote assignment is unavailable to them, as an accommodation, such member may take a leave of absence as an

accommodation, and may use available paid leave under the FFCRA and Article XII of the CBA.

- f. All provisions of the CBA, Education Code, and applicable law pertaining to Industrial Accident Leave and/or Worker’s Compensation shall be in effect. Nothing under this MOU deprives employees of their rights under current Worker’s Compensation laws. The District will provide unit members with notice of any new legal requirements pertaining to COVID-19-related Worker’s Compensation issues.

14.0 DURATION

- a. The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.
- b. This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties. All provisions of this MOU are subject to the negotiated grievance procedure in the Collective Bargaining Agreement (CBA).

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Date

Date