

**Memorandum of Understanding
Between
Jurupa Unified School District
And
National Education Association - Jurupa**

Virtual Learning

This Memorandum of Understanding between the Jurupa Unified School District (“District”) and the National Education Association - Jurupa (“NEA-Jurupa”) (jointly, “Parties”) is entered into this 6th day of May, 2021. Except as specifically modified by this Agreement, the terms and conditions of the current Collective Bargaining Agreement shall continue in full force and effect, with the limited exceptions outlined below.

The purpose of this Agreement is to provide a procedure for the initial staffing of Virtual Learning programs for the 2021-2022 school year and to come to agreement regarding the effects for NEA-Jurupa unit members working in Virtual Learning programs.

I. Staffing - The Parties agree to the following process which will govern the transfer of certificated staff throughout the District to Virtual Learning for the 2021-2022 school year:

1. The Parties agree to utilize existing transfer language in Article XII - Transfer and Reassignment (see attached) to make staffing assignments for Virtual Learning, with the following exceptions:
 - i. All voluntary transfer requests for Virtual Learning, received in the Human Resources office by May 12, 2021, will be processed according to the CBA.
 - ii. Transfer requests for Virtual Learning received in the Human Resources office between May 12 and May 31, 2021, will not be processed until after May 31, 2021. After May 31, these transfer requests will be processed in accordance with the CBA.
 - iii. In accordance with Article V, Section 13, the District shall provide reasonable accommodations for a Unit Member who is in need of accommodation and meets the definition of a qualified individual. Voluntary transfer to Virtual Learning shall be considered when determining reasonable accommodations for qualifying individuals.
2. The Parties agree that the District will process any remaining necessary involuntary transfers according to existing language in Article XII - Transfer and Reassignment (see attached).
 - i. In accordance with the CBA, Unit Members who are involuntarily transferred shall have first right of refusal for a specific vacancy at the site from which they were transferred and for which they have the appropriate credential. If the Unit

Member decides not to return, they will waive any further rights to return to their former site.

- ii. The Parties acknowledge that transfers into Virtual Learning may create vacancies that will be filled according to the existing language in Article XII. The District's practice is to announce vacancies in accordance with the CBA.
3. Student enrollment in Virtual Learning is intended to be a full-year commitment. However, should changes in Virtual Learning enrollment necessitate a transfer after the school year has begun, the District will adhere to Article XII, Section 5 of the CBA (see attached). Specifically,
- i. The District will ask for volunteers to transfer to the vacant position. If there are multiple volunteers, then the volunteer with the most District seniority will be given the first right of refusal. If there is a qualified volunteer, no Unit Member will be involuntarily transferred for the position.
 - ii. If there is no qualified volunteer, the involuntary transfer shall be made using the following criteria from Article XII, Section 5, in the order listed:
 1. Credential required for the assigned position.
 2. Least District seniority.
 - iii. In the event that a mid-year transfer becomes necessary, as described in this section, the District will meet and confer with NEA-Jurupa and will provide relevant information regarding enrollment and other related issues.

II. Hours of Duty - The Parties agree to the following regarding Unit Members assigned to Virtual Learning.

1. Unit Members shall adhere to the hours of their regularly assigned, professional work day according to the CBA, including a 30-minute duty-free lunch.
2. The regular work day shall include those duties outlined in the CBA. The Parties acknowledge that these activities will be adapted to a virtual setting.
3. Teaching Unit Members shall engage with students in live, synchronous instruction using both video and audio on a District-designated virtual platform.
4. The amount of time assigned for synchronous instruction will vary according to grade level, required instructional minutes, and other policy and legal requirements.
5. Teaching Unit Members shall be responsible for assigning appropriate work, study, and learning activities for their students to complete during asynchronous time. The amount of time assigned for asynchronous instruction will vary according to grade level, legal requirements, and policy.
6. Teaching Unit Members shall establish and be available for office hours for a minimum of 30 minutes each day. The schedule of established office hours shall be posted by the Unit Member on their LMS page prior to the start of school on Monday (or Tuesday when Monday is a holiday) for each upcoming instructional week.
7. Non-Teaching Unit Members shall provide service according to their job classifications and the CBA, as assigned.

- III. Work Location** - The Parties agree that Unit Members assigned to Virtual Learning will be assigned an appropriate classroom (or office space for Non-Teaching Unit Members) in which to perform their work. To that end:
1. The District will make an effort to ensure that current Unit Members (as of the 2020-2021 school year) are able to remain at the physical school site where they are currently assigned.
 2. If a Unit Member is required to move to a different school site or District location, the Unit Member will be afforded three (3) days release from instructional or other duties in order to complete the move. The Unit Member will be afforded assistance in moving boxes and/or other items to the new location.
- IV. Class Size** - The Parties agree the provisions regarding class size and caseload outlined in Article VIII of the CBA that class size and caseload maximums shall be enforced for Virtual Learning.
- V. Technology and Training** - The District shall provide Unit Members with the necessary devices, tools, resources, and training necessary to provide effective and rigorous learning for students.
1. Necessary devices, tools, and resources afforded to Unit Members for their professional use shall include, but not necessarily be limited to: a computer with a functioning camera and microphone; high-speed internet access on-site; and other reasonably required technology at work. Unit Members are responsible for adherence to the District's Acceptable Use Policies.
 2. The District shall provide Unit Members with professional development support and training, as appropriate, so as to support their success and efficacy.
 3. In the event that unavoidable external factors make it impossible for Unit Members to perform their duties via technology, the Unit Member shall be held harmless.
 - i. Examples of external factors may include, but are not necessarily limited to, electrical power interruption, lack of internet connectivity on-site, or if specific "required" technologies are unavailable (such as PowerSchool, Zoom/Google Meets/Microsoft Teams, or Q).
- VI. Supervision & Evaluation** - Supervision of Unit Members assigned to Virtual Learning will be primarily performed by Virtual Learning administration, with support from site administration. The Parties agree that Unit Members assigned to Virtual Learning shall be evaluated according to the CBA, with the following clarifications to account for the Virtual Learning environment:
1. The elements for Teaching Unit Members shall be understood to reflect Teachers' ability to create and maintain effective *virtual* learning environments for student learning. For the purposes of evaluation, specifically,
 - i. Element 2c shall be applied as: "Establishing and maintaining *virtual* learning environments that are safe."

- ii. Element 2d shall be applied as: "Creating a rigorous *virtual* learning environment with high expectations and appropriate support for all students."

VII. Terms

1. The Parties agree to meet and confer regarding any issues that arise or any unanticipated consequences of the implementation of this agreement.
2. Following this agreement, should the conditions of Virtual Learning change, the Parties will meet and negotiate, within the scope of representation. Matters settled through Side Letters of Agreement may be added to this agreement.
3. The provisions in Section I "Staffing" above shall expire at the end of the 2021-2022 school year, at which time all transfer and reassignment relating to virtual learning shall be governed as normal by Article XII. The Parties will meet by May 1, 2022 to discuss possible extension of Sections II through VI, within the scope of representation.



For the Association



For the District

05/07/21

Date

5/6/2021

Date