

MEMORANDUM OF UNDERSTANDING
BETWEEN
HAYWARD UNIFIED SCHOOL DISTRICT
AND
HAYWARD EDUCATION ASSOCIATION
2020-21 Distance Learning During COVID-19 PANDEMIC
Tentative Agreement
August 20, 2020

The Hayward Unified School District (“District”) and Hayward Education Association (“Association”) representing all Pre-K - Adult programs, enter this Memorandum of Understanding (“MOU”) regarding 2020-2021 school year related to the coronavirus (“COVID-19”) pandemic.

The Parties recognize there is a need to continue to convene schools with a distance learning model. The distance learning model is in adherence to the guidelines provided by the CA Department of Education for Distance to ensure the health and safety of students and staff in accordance to the CA Department of Public Health guidance to prevent the spread of illness arising from COVID-19 during the 2020-2021 school year.

The District shall follow the guidance of SB 98 which refers to the new Education Code 43502 giving districts the allowance of Attendance Due to “Emergency Conditions” to mitigate the loss of funding due to lower than normal Average Daily Attendance (“ADA”). Districts no longer need to submit a J-13A waiver.

The District and Association agree as follows:

Defining “Distance Learning,” and Student Expectations

1. The District and Association recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its certificated staff. For the purpose of this MOU, “distance learning” means instruction in which the student and instructor are in different locations. Methods may include on-line instruction, take home packets, phone calls, emails, text reminder applications, and other means of communication.
2. Distance Learning activities provided to students shall include core curriculum engagement, enrichment, skill support, and review, to the extent possible using computer and communications technology (i.e. Zoom, Google classroom, Clever, district provided communication tools). Training on communication devices will be provided by the District prior to the use of the tools. These technologies may be used to deliver instruction and check-in time with their bargaining unit members/staff.
3. The District, in collaboration with the Association, agrees to make provisions for certificated staff to enable students to engage in a unique education delivery model - distance learning. This model will provide bargaining unit members with an alternative method of delivering instruction remotely that does not require unit members to physically report to work daily. Bargaining unit members who wish to have access to or to work from their classrooms or work space during regular work hours will work with their administrator to access technology or classroom materials as needed. (see 3.a -d provisions below)

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- a. All safety precautions/CDE guidance will be followed. Each bargaining unit member using their classroom as a workspace will be provided soap/hand sanitizer, paper towels, wipes, and gloves. Social distance practices must be followed, and masks must always be worn. Each bargaining unit member will schedule going into the site with no later than a 48-hour notice to the administration so that custodial staff can ensure rooms have been cleaned prior to the bargaining unit members' return. Once returned, if the work schedule involves regular hours in the classroom, bargaining unit members can place a sign on the door that states when they are scheduled to return to the classroom e.g. the next day. The room would not be expected to be cleaned on a daily visit to visit basis unless requested by the bargaining unit members or if there are other bargaining unit members/visitors in the room after the bargaining unit members leave the room. The district will ensure that common areas are disinfected daily based on CPHA and Cal OSHA guidelines.
- b. Bargaining unit members may “meet” virtually using zoom or similar programs or may meet in rooms where social distancing may be practiced.
- c. If bathrooms are used during the time a bargaining unit member is on campus, there will be a notice that the facilities have been used as a cautionary measure. Each bathroom will have water, soap, paper towels, wipes or materials to wipe down handles and liners for toilets. A staggered schedule will be developed so that bathrooms will be monitored regularly for use. If a bathroom has been used, the custodial staff will sanitize the bathroom according to the schedule. The District will ensure that each staff bathroom will be sanitized at the end of each day of the work year.
- d. Following further guidance from the California Department of Education (CDE), SSPI, or Governor, the parties will meet again to determine any additional options for grading to ensure equity. This agreement does not usurp the contractual rights nor provisions in Ed Code to administer grades as deemed appropriate by the bargaining unit members.

Preparation Time to Prepare for Reopening

4. The district will ensure that the site, classroom, and all common areas are disinfected daily based on CPHA and Cal OSHA guidelines. All bathrooms will have soap, water, paper towels, wipes or materials to wipe down handles and liners for toilets. A staggered schedule will be developed so that bathrooms will be monitored regularly for use. If a bathroom has been used, the custodial staff will sanitize the bathroom according to the schedule. The District will ensure that each staff bathroom will be sanitized after each teacher work day.

Prior to Instruction Beginning for the Traditional School Year:

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5. Two voluntary professional development days will be offered on August 17 - 18, 2020 for those working on the traditional calendar schedule. The PD training portion shall not exceed the first 3 hours, 15 minutes each day. Unit members may elect to participate in additional PD trainings beyond the 3 hours, 15 minutes voluntarily. The latter half of the PD day shall be for purposes of implementation and planning, collaboration or technical assistance related to the training just received. Trainers may be available during this time to assist in the planning of the implementation. Bargaining unit members may voluntarily make arrangements to work together through zoom or at sites practicing social distance and in accordance with state safety guidelines including but not limited to social distancing practices. Bargaining unit members will be paid for a full day at their per diem rate for participating in the PD days. All presentations led by HEA members will be on a voluntary basis and the member will be compensated at their per diem rate plus 2 hours at the hourly rate for each hour presentation.

A menu of topics will be provided such as:

- a. Google Classroom
- b. Google Hangouts/Zoom /breakout rooms
- c. Infinite Campus communication tool training
- d. Student engagement /community building practices
- e. CLEVER

(Surveys for future trainings will be taken, and PD will be considered/offered in alignment with indicated needs of unit members)

6. For the Traditional Calendar Year staff, August 19 and 20 will remain staff development days and for the Year Round calendar staff, August 20 and 21 will remain staff development days. The content of the staff development days shall be determined as provided in the current HEA CBA. Bargaining unit members may voluntarily make arrangements to work together through zoom or at sites practicing social distance and in accordance with state safety guidelines including but not limited to social distancing practices.
7. For the Traditional Calendar Year staff, August 21, 2020 will be designated as a teacher workday. Staff will participate in COVID-19 on-line mandated training as part of the first day school faculty meeting. Such training shall not be longer than 60 minutes and will be part of the 2-hour staff meeting.

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8. All bargaining unit members will receive new laptops, printer connection capability, and accessories to connect with District issued devices as deemed necessary by the unit member. If a unit member has software that they want to have installed on their computer, the tech will install the requested software within 2 work days. With the exception of improper licensing or malware, no request will be denied. Appropriate programs and apps will be purchased and maintained by the district to align with teaching/learning strategies and chrome book compatibility. The receipt and distribution of the new laptops will follow COVID safety practices. HEA members wishing to keep their laptops may do so.

Jumpstart to success (August 24 - September 4)

The following opportunities support the school community connectedness with staff, students, and families, while ensuring maximum health and safety guidelines are adhered to through the distance learning model. The 2019-20 SBDM teams (or a like committee) will create the distribution of materials schedule and be compensated for their meeting time at the hourly rate.

9. August 24 - September 4 each bargaining unit member may participate in a 45-minute scheduled drive through textbooks, materials and supply distribution. Unit members may choose to participate in the distribution of textbooks, materials and supplies. The District will collect textbooks materials and supplies based upon a teacher/member survey. Additional materials may be given to students at the teachers' discretion. If a teacher needs assistance in distributing additional items, no reasonable request will be denied.
 - a. Each participating unit member will be provided PPE equipment (i.e. gloves and masks)
 - b. Administration will ensure safety/health precautions are followed – e.g.no students/adults out of cars etc.
 - c. Stagger arrival and drop off times and locations as consistently as practicable to minimize scheduling challenges for families.
 - d. Designate routes for entry and exit, using as many entrances as feasible.
 - e. Limit direct contact with others as much as practicable.
 - f. Administration will share schedule and protocols with parents/guardians

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Elementary

10. On August 24, each elementary classroom teacher will conduct a whole class online (30 minutes minimum) class meeting. The first day whole class session will be to provide the following for students:
 - a. Textbook distribution schedules
 - b. Chromebook distribution schedules
 - c. Acceptable use form request
 - d. Student contact information request
 - e. Starting on August 25th through September 4 elementary teachers will hold up to 30 minute class check ins. During this time, teachers guidance will be provided on asynchronous distance learning engagement activities for students to be completed remotely. These asynchronous on-line resources for engagement activities will be provided by the district and posted on their District website by the start of the workday on August 21 to be used at the discretion of the teacher until a regular schedule of daily instruction begins (September 8, 2020). Asynchronous learning activities are defined as learning activities or material completed at different times/locations (per CDE).
 - f. Including but not limited to:
 - i. Use of site-adopted software such as Raz-Kids, IXL and Imagine Learning
 - ii. Video clips from teachers with instructions, objectives, and teaching points
 - iii. Projects that can be completed, photographed, and sent back to the teacher
 - iv. Skill review activities

11. From Aug 24, through September 4th, preschool through elementary teaching unit members will schedule one-on-one appointments with each student to ensure a sense of community and may include the collection of forms, contact information (including parent's and students' gmail accounts), clarify Chromebook use etc. Each appointment should be a minimum of 15 minutes per student via Google hangout, Zoom or other means of district provided communication systems. Teachers will not be required to use their personal phones. Bargaining unit members should keep a log of attempts to contact students. During the Jumpstart period, any remaining time during the work day will be used for instructional preparation time.

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Sample Preschool/Elementary Schedule:

August 24 - September 4
Aug 24 30 min introduction/class meeting
Aug 25 -Sept 4 daily student check ins (up to 30 mins) /district provides asynch grade level activities / teacher asynch enrichment lessons at teacher discretion
Textbooks, Materials and supply Distribution (staggered scheduling per SBDM, first 10 days) Participation is voluntary
1:1, 15 min appointments with students
Prep time

Prior to the distribution of materials, the district will survey teachers to determine the textbooks, materials and supplies to be distributed.

Secondary

12. During the first ten days of instruction, secondary teaching unit members will conduct whole class online (up to 30 minutes) daily session for each class period according to the schedule herein. (See schedules in # 38 Traditional Secondary, and the Secondary Alternative) Any remaining time during the work day will be used for instructional preparation time.

13. The first day whole class session will be to provide the following for students:
 - a. Textbook distribution schedules
 - b. Chromebook distribution schedules
 - c. Acceptable use form request
 - d. Student contact information request
 - e. Guidance on asynchronous distance learning engagement activities for students to be completed remotely, and until a regular schedule of daily instruction begins (September 8, 2020).
 - f. Asynchronous learning activities are defined as learning activities or material completed at different times/locations (per CDE).

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- g. Including but not limited to:
 - i. Use of site-adopted software such as STEMScopes, IXL, or site adopted programs
 - ii. Video clips from teachers with instructions, objectives, and teaching points
 - iii. Projects that can be completed, photographed, and sent back to the teacher
 - iv. Skill review activities

Sample Secondary Schedule:

August 24 - September 4
Up to 30 min per class of daily synchronous check ins (3 periods per day, 4 if a teacher teaches 0 or 7th.)
Textbooks, Materials and supply Distribution (staggered scheduling per SBDM or like committee, first 4 10 days) Participation is voluntary
One-time Welcome Event with 7th and 9th graders - attendance at teacher's discretion
Prep time

Prior to the distribution of materials, the district will survey teachers to determine the textbooks, materials and supplies to be distributed.

Equipment, Training, and Technical Support

14. The District shall provide all necessary equipment, to deliver distance learning. Bargaining Unit Members may check out equipment from the classroom deemed necessary for instruction (e.g. document cameras, monitors, chairs, etc.). Staff is responsible to move or return items unless a request is made for assistance. No reasonable request will be denied. Staff shall not be liable for damage to District equipment. If a bargaining unit member chooses to provide printed materials to students, the District will work with the site administrator to develop a plan to print and distribute such materials to students.
15. Upon the first pay period, bargaining unit members shall receive a stipend for costs incurred from increased personal data usage, home internet, and/or postage of \$75.00. If the unit member needs reimbursement for costs incurred beyond the \$75, the member will supply

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evidence of the increased data usage before any reimbursement is made. If there is a lack of evidence, the HUSD and HEA will reach consensus on the next steps responding to the request. No reasonable request will be denied.

16. Computer/laptop Technologies, and accessories for connecting with district provided devices will be provided to each staff member. Any materials that need to be shared with students, may be shared weekly by US mail or in person with the administrator for dissemination and collection and for information exchange. Distance learning shall include video and/or audio instruction in which the primary mode of communication between the student and instructor is on-line interaction, instructional television, video, telecourses, software/apps or other instruction that relies on computer or communications technology. If a unit member has software that they want to have installed on their computer, the tech will install the requested software within 2 work days. With exception of improper licensing or malware, no request will be denied. The District will provide replacement equipment within 48 hours. The District will notify HEA if there are technology issues that can not be resolved within 48 hours. A unit member shall be held harmless to provide synchronous instruction while computer/laptop technology is not working or is in repair.
 - a. It may also include the use of print materials incorporating assignments that are the subject of written or oral feedback. The use of these resources will be at the discretion of the bargaining unit members/educator.
17. Each school site shall have an assigned tech. Unit members will have a tech's contact information and a tech will be available during the work hours of the teacher. Once a week, in-person technology support (i.e. loading of educational software/programs requested) will be provided to unit members at each school site. Each tech will work to remedy the concerns within 24 hours. If more time is needed, the member will report the issue to the site administrator, and replacement equipment will be provided until repairs can be made. Unit members will be held harmless from providing instruction related to the equipment usage.
18. Unit members will not be required to provide educational technology support to students and families. The District will provide educational technology support to families, and will provide school sites with a schedule of when the support will be provided.
19. Bargaining unit members on the traditional calendar shall receive professional development on the use of technology and the delivery of instruction via distance learning. Two days of professional development shall take place virtually August 17 - 18, 2020, as listed above, under the following conditions:

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- a. One of the two PD days will include differentiated training on Google Classroom, Google Hangouts/Zoom /breakout rooms Infinite Campus communication tool training as described in #5 above.
- b. Differentiated professional development sessions on distance learning platforms, software, hardware, and additional tools to assist and build bargaining unit members' skills will be offered for each school staff. HUSD will make available a range of online professional development resources for bargaining unit members to support the Distance Learning plan.
- c. These resources will be accessible to bargaining unit members and staff during the workday. This professional learning time is independent of collaboration time and may be led by bargaining unit members, TTL's, administrators, counselors, staff and through CDE updates, webinars, modules, etc. All presentations led by HEA members will be on a voluntary basis and the member will be compensated at their per diem rate plus 2 hours at the hourly rate for each hour presentation.

If more than one staff member volunteers to provide the same professional development for the site, the site principal will determine selection based on the following criteria: credentials, educational preparation, training, and work experience. Ed Services will determine selection for district professional development based on the same criteria listed above.

- d. One of the two PD days will include the following as described above #5; student engagement /community building practices.
20. After September 8, 2020, there may be at least one option for professional learning each week, and it may be done in partnership with another school site or grade level. HEA members will provide suggestions and PD will be considered/offered in alignment with indicated needs of HEA members. As indicated above, at a minimum, the following professional learning opportunities will be made available for each unit member:
- a. Required make-up, pre-recorded training for staff members who were unable to attend the summer professional learning opportunities during August 17 or August 18, 2020.
 - b. Initial learning sessions on district adopted software including IXL, Clever, Razkids and Mystery Science.

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- c. Initial learning sessions on site adopted software (i.e. Imagine Learning, Accelerated Reader, Mobymax, etc.)
 - d. Student engagement/community building.
21. The District shall communicate information regarding new training opportunities that are available during contractual time with all bargaining unit members via email at least 48 hours (2 workdays) prior to the PD.
22. No training will be made mandatory outside of regular working hours. Members may take advantage of viewing training outside of the regular work hours at their own choosing.
23. The District shall provide bargaining unit members access to District provided technical support via virtual tools. This may include access to technical support personnel, helplines, and other technical support from District vendors and/or staff, as well as instruction on distance learning platforms and instructional materials. The district will maintain an EIT help desk to address any tech issues encountered. All issues will be responded to (including the possibility of a unit member receiving a Chromebook/laptop replacement) within one business day. Members will be held harmless until the issue is resolved. Bargaining unit members will refer parents to the District tech support.
24. The district will enable gmail accounts for all HUSD students.

Communication, Collaboration, Privacy, and Security

25. Bargaining unit members shall check their District email daily during the regular work week.
26. Staff may collaborate virtually as they deem necessary and appropriate while they are engaged in distance learning. Recognizing this unique situation, the time and manner of collaboration will not be determined by District or site administration.
27. Site administration may “join” a class, but advance notice of no less than 24 hours must be given to the bargaining unit members.
28. On a weekly basis, unit members shall inform parents and students of their availability to provide support and clarification via email and/or other virtual platforms (office hours). Office hours shall not be less than 2 hours per week. The time and manner of office hours will not be determined by District or site administration. Bargaining unit members shall not be required to

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provide personal cell phone numbers or email addresses in communications with parents or students.

29. Virtual staff meetings shall be held in accordance with the current negotiated agreement.
30. Each week, site administrators will hold a mandatory virtual check in session with their staff to offer updates, news of professional development opportunities and news from the district and respond to and/or take questions from staff. The meeting will not exceed one hour, unless extended by consensus from the staff. The administrator, in partnership with their SBDM or like committee, will decide a regular meeting day and time. Once the SBDM team or like committee decides the day and time for the meetings, the administrator or designee will send a calendar invitation with the Zoom information for the rest of the school year. These check-ins will not be used to provide PD.
31. Any staff meetings/staff check ins will be recorded so that staff who cannot attend can view the meeting information at a convenient time. The administrator will announce the meeting is being recorded.
32. SBDM teams, ILT teams, Department chair meetings, etc. will continue to meet on their regular yearly schedule. These meetings will be recorded so that staff who cannot attend can view the meeting information at a convenient time. The administrator will announce the meeting is being recorded.
The teams/committees etc. will come to an agreement regarding decisions that can or cannot be made without the presence of all members of the team/committee etc.
33. Students will only be permitted to participate in live video/audio lessons after the District has secured the District's acceptable use policy. Bargaining unit members will not be required to conduct live video over their objection, pursuant to Education Code Section 51512.

Curriculum Content and Scheduling

34. Any curriculum resources or lessons provided by the District should be considered the baseline (or a starting point for instruction during this period of distance learning). Bargaining unit members may customize the content to meet the needs of the students in their class(es). Bargaining unit members may choose to be innovative and develop activities to support and encourage their own innovative teaching modalities.

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35. Bargaining unit members will be expected to provide instruction, resources, and support to students through distance learning. In consideration of personal challenges presented by the COVID-19 Pandemic (e.g., members’ own childcare concerns/needs), instruction may be pre-recorded and posted for the convenience of student learning and bargaining unit members instructional time. However, considering the personal challenges presented by the COVID-19 pandemic (e.g., members’ own childcare concerns/needs), if a bargaining unit member is not able to maintain a set daily schedule, the member will work with site administration and grade level colleagues to construct a solution. If the member and site admin cannot reach resolution, HUSD and HEA appointed representatives will reach consensus on the next steps in responding to the request.
36. Daily instructional (a)synchronous) time refers to time students spend on activities that are planned and supported by bargaining unit members. The daily instructional (a)synchronous time, per grade span is the following (per state mandate):
- a. 180 minutes per day for students in PK, TK, and K
 - b. 230 minutes per day for students in grades 1-3
 - c. 240 minutes per day for students in grades 4-12
 - d. 180 minutes per day for students enrolled in secondary alternative educational programs (Brenkwitz)
37. Instructional minutes can be combined for combination classes as long as students in each grade level obtain the minimum number of instructional minutes referenced above in #36.
38. General Ed classroom teachers assigned a combination class will receive a \$2,000 stipend paid in January and June.

Instructional Minutes per Grade Level: Elementary

PK Total (a)synch daily minutes: 180	TK/K Total (a)synch daily minutes: 180	1st - 3rd Total (a)synch daily minutes: 230	4th - 6th Total (a)synch daily minutes: 240
30 minutes synchronous instruction per each session (a max of 2 sessions)	synchronous instruction minutes See #39 a.-b.	synchronous instruction minutes See #39 a.-b. Including but not limited	synchronous instruction minutes See #39 a.-b. Including but not limited

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		to preps, designated ELD, interventions	to preps, ELD, interventions
The remaining minutes may be used synchronously or asynchronous at the teachers' discretion including but not limited to prep, intervention, RSP, small group instruction etc	The remaining instructional minutes shall be (a)synchronous and at the discretion of the teacher.	The 30 minutes beyond the minimum of synchronous minutes above would be reserved for instruction at the discretion of the teacher, based upon the students' academic needs including but not limited to small group instruction, Sp Ed services, ELD, interventions, enrichment etc	The 30 minutes beyond the minimum of synchronous minutes above would be reserved for instruction at the discretion of the teacher, based upon the students' academic needs including but not limited to small group instruction, Sp Ed services, ELD, interventions, enrichment etc
	EL students will receive 100 minutes of designated ELD/week. 60 minutes shall be synchronous minutes and no more than 40 minutes will be asynchronous.	EL students will receive 150 minutes of designated ELD/week. 90 minutes shall be synchronous minutes and no more than 60 minutes will be asynchronous.	EL students will receive 150 minutes of designated ELD/week. 90 minutes shall be synchronous minutes and no more than 60 minutes will be asynchronous.
		The remaining instructional minutes shall be (a)synchronous.	The remaining instructional minutes shall be (a)synchronous.

The remaining non instructional synchronous time of the day may be used for office hours, collaboration time, meetings, preparation/grading of lessons etc.

39. For elementary Traditional calendared staff:

- a. Starting September 8th until October 12, the range of synchronous instructional minutes shall be as follows:

PK 30 minutes daily per session (no more than 2 sessions in a day)

Tk/K 60 minutes minimum - 80 minutes maximum synchronous minutes daily

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1- 3 100 minutes minimum - -130 minutes maximum synchronous minutes daily
4-6 110 minutes minimum - 140 minutes maximum synchronous minutes daily

- b. Starting October 13th and for the remainder of the 20-21 school year while under the Distance Learning provisions herein, the range of synchronous instructional minutes shall be as follows:

PK 30 minutes daily per session (no more than 2 sessions in a day)
Tk/K 70 minutes minimum - 80 minutes maximum synchronous minutes daily
1- 3 110 minutes minimum - -130 minutes maximum synchronous minutes daily
4-6 120 minutes minimum - 140 minutes maximum synchronous minutes daily

All other instructional minutes provisions herein shall apply.

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40. For elementary Year Round calendared staff:

- a. From August 24th to August 28, Year Round Instructional Minutes will follow the MOU titled Year Round School Reopening During COVID -19 Pandemic (July 1, 2020)

- PK/Tk/K 30 minutes minimum synchronous minutes daily
 - 1- 3 45 minutes minimum synchronous minutes daily
 - 4-6 50 minutes minimum synchronous minutes daily

- b. Starting August 31 until October 12, the range of synchronous instructional minutes shall be as follows:

- PK 30 minutes daily per session (no more than 2 sessions in a day)
 - Tk/K 60 minutes minimum - 80 minutes maximum synchronous minutes daily
 - 1- 3 100 minutes minimum - -130 minutes maximum synchronous minutes daily
 - 4-6 110 minutes minimum - 140 minutes maximum synchronous minutes daily

- c. Starting October 13th and for the remainder of the 20-21 school year while under the Distance Learning provisions herein, the range of synchronous instructional minutes shall be as follows:

- PK 30 minutes daily per session (no more than 2 sessions in a day)
 - Tk/K 70 minutes minimum - 80 minutes maximum synchronous minutes daily
 - 1- 3 110 minutes minimum - -130 minutes maximum synchronous minutes daily
 - 4-6 120 minutes minimum - 140 minutes maximum synchronous minutes daily

All other instructional minutes provisions herein shall apply.

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Instructional Schedule M, T, Th, F (Secondary 240 instructional minutes)

Minutes of instruction within the range referenced below is at the teacher’s discretion.

The range of minutes on M, T, TH, F would be from a 30 minute minimum to a 50 minute maximum with an average minimum time of 35 minutes.

Time (minutes)	Monday	Tuesday	Thursday	Friday
Min 30-max 50	0 Period	7 Period	0 Period	7 Period
15 min	Asynchronous Learning			
Min 30-max 50	Period 1	Period 2	Period1	Period 2
15 min	Nutrition			
Min 30-max 50	Period 3	Period 4	Period 3	Period 4
Min 30-max 50	Period 5	Period 6	Period 5	Period 6
55 min	Lunch			
Min 30-max 50	Asynchronous Learning	Asynchronous Learning	Asynchronous Learning	Asynchronous Learning
min 30- max 50 min scheduled at teachers discretion	Office Hours	Office Hours	Office Hours	Office Hours
remaining portion of 240 minutes	Asynchronous Learning	Asynchronous Learning	Asynchronous Learning	Asynchronous Learning

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Time (minutes)	Wednesday
min 15 - max 25	0 Period
10 min	Asynchronous Learning
min 15 - max 25	Period 1
10 min	Asynchronous Learning
min 15 - max 25	Period 2
10 min	Asynchronous Learning
min 15 - max 25	Period 3
10 min	Asynchronous Learning
min 15 - max 25	period 4
10 min	Asynchronous Learning
min 15 - max 25	Period 5
10 min	Asynchronous Learning
min 15 - max 25	Period 6
10 min	Asynchronous Learning
min 15 - max 25	Period 7

Lunch

55

min 30- max 50 (at the teachers discretion)	collaboration time
remaining portion of 240 minutes	Asynchronous Learning

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Instructional Schedule (Secondary Alternative - Brenkwitz 180 instructional minutes): M, T, Th, F

Minutes of instruction within the range referenced below is at the teacher’s discretion.

The range of minutes on M, T, TH, F would be from a 30 minute minimum to a 50 minute maximum with an average minimum time of 35 minutes.

Time	Monday	Tuesday	Thursday	Friday
Min 30-max 50	Period 1	Period 2	Period 1	Period 2
15 min	Asynchronous Learning			
Min 30-max 50	Period 3	Period 4	Period 3	Period 4
15 min	Nutrition			
Min 30-max 50	Period 5	Advisory	Period 5	Advisory
55 min	Lunch			
min 30-max 50 (Scheduled at teachers discretion)	Office Hours	Office Hours	Office Hours	Office Hours
remaining portion of 180 minutes	Asynchronous Learning	Asynchronous Learning	Asynchronous Learning	Asynchronous Learning

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Minutes of instruction within the range referenced below is at the teacher’s discretion.

Time (minutes)	Wednesday
min 15 max 25	Period 1
10 min	Asynchronous Learning
min 15 max 25	Period 2
10 min	Asynchronous Learning
min 15 max 25	Period 3
10 min	Asynchronous Learning
min 15 max 25	period 4
10 min	Asynchronous Learning
min 15 max 25	Period 5
10 min	Asynchronous Learning
min 15 max 25	Advisory

Lunch 55

min 30- max 50 (at the teachers discretion)	collaboration time
remaining portion of 180 minutes	Asynchronous Learning

41. Additional Non Instructional Time

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Time allocated beyond the designated instructional minutes per day, not including contractually required activities (i.e. lunch, prep, collaboration time, etc.) is considered additional non-instructional time for teachers. The use of this time will be left to the teacher's discretion and may be used to, plan synchronous and asynchronous learning, engage in additional collaboration, or participate in professional development.

42. If a unit member works at multiple sites, the site administration, teacher and HEA representative will reach mutual agreement on an appropriate schedule. The schedule will be shared with HR or an HUSD designee and HEA. If mutual agreement cannot be reached, HR or the HUSD designee and HEA representatives will meet and reach consensus.
43. Pull out or small group instruction provided by specialized bargaining unit members (i.e. Prep bargaining unit members, RSP, SLP, EL Specialists, Counselors) will take place outside of daily instructional minutes described above as deemed necessary by the specialized bargaining unit member and the general ed teacher. Specialized bargaining unit members will develop their schedules and will work with the classroom bargaining unit members regarding scheduled instruction. Administration will have access to the schedules when posted and help develop prep schedules working with the prep teacher under the provisions in HEA CBA Article 10.C. Prep bargaining unit members will follow times in #39 above e.g. 30 minutes of PE/library /music through zoom/Google Hangouts once a week respectively for a first grader. Prep bargaining unit members will indicate a bi-weekly rotation of synchronous and asynchronous sessions. The synchronous prep instructional minutes will count towards the total instructional daily minutes but not towards the classrooms teacher's synchronous time. The asynchronous prep instructional minutes will count towards the total number of instructional daily minutes.
44. The District will resume standards based report card reporting for TK - 6, and traditional scaled A-F grading for 7-12. The District will communicate those expectations to the community as well. This agreement does not usurp the contractual rights nor provisions in Ed Code to administer grades as deemed appropriate by the bargaining unit members.

Only federally or state mandated assessments will be administered. All other forms of assessment will be voluntary and may include informal observations. Any one on one assessments may be done online using programs and apps. Unit members may make arrangements to schedule a direct assessment with the student at a district location. The District must follow the June 18 CDPH directive, as updated, to require the use of masks by students and staff.

For the administration of in person assessments, Unit members shall be provided with face guards or masks, gloves, and hand sanitizer. Upon request, unit members may check out

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headsets/microphones for both students and bargaining unit members and wipes to wipe off used materials. Face shields and drapes – face shields with neck drapes tucked into the shirt are recommended for those who cannot wear a mask due to health conditions. The District shall require the use of facial coverings (“masks”) in accordance with federal, state, and local guidelines currently in effect. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt). Masks and face shields may not be required for children age two and under or for students with medical apparatus which prevents or obstructs the use of the apparatus. If equipment or supplies cannot be provided, the unit member will be held harmless from completing these assessments.

Special Education

45. The parties agree to meet at the request of either party to address implementing guidance from the CDE and/or Federal Department of Education in order to provide equitable and appropriate education for students with special needs, and if applicable, negotiate any impacts to unit members’ working conditions. HEA reserves its rights to consult on all consultable items. Special education bargaining unit members will work collaboratively with general ed/bargaining unit members via a virtual platform to adapt lessons to meet the needs of students in a digital learning environment and ensure that lessons and activities are appropriate, as documented in the student’s IEP.
 - a. Related Service Providers (Speech, Adapted PE, OT etc.), shall provide appropriate distance learning services that can be performed via remote learning following the student’s IEP which may include practices such as teletherapy, tele-interventions on digital platforms.
 - b. Special Ed Behaviorists, shall be available to support bargaining unit members including collaborating in writing and supporting behavior plans and attending team and IEP meetings for students and provide services to students using distance learning tools/resources.
 - c. RSP and related service providers may, through collaboration with general education bargaining unit members, be able to provide students direct or indirect support for those students who have an IEP and are on the RSP teacher’s caseload.
46. Virtual tools shall be used to hold any necessary IEP meetings and to meet and collaborate on a student’s IEP. Current IEPs will need to be implemented according to the last consented IEP. If any changes are needed, the IEP team will need to reconvene to discuss and agree on possible revisions.
47. Only federally or state mandated assessments will be administered. All other forms of assessment will be voluntary and may include informal observations. Special Ed bargaining unit

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members will be trained on Special Ed relevant assessment and teaching programs/apps prior to school starting. Assessments may be done online using programs and apps, and the District will make available the necessary programs and apps for the assessments. A Special Ed bargaining unit member may voluntarily make arrangements to schedule a direct assessment with the student at a district location. No unit member will be required to administer in-person assessments. For the administration of voluntary in-person assessments, Special ed bargaining unit members/shall be provided with face guards, masks, gloves, and hand sanitizer following CDC guidelines. Upon request, unit members may check out headsets/microphones for both students and bargaining unit members and wipes to wipe off used materials for conducting assessments. Face shields and drapes – face shields with neck drapes tucked into the shirt are recommended for those who cannot wear a mask due to health conditions. The District shall require the use of facial coverings (“masks”) in accordance with federal, state, and local guidelines currently in effect. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt). Masks and face shields may not be required for children age two and under or for students with medical apparatus which prevents or obstructs the use of the apparatus. If equipment or supplies cannot be provided, the unit member will be held harmless from completing these assessments.

48. Sp Ed unit members will be provided trainings/PD for any and all District provided virtual tools/programs including but not limited to assessment tools. Unit members will be compensated per contract provisions.

Adult Education

49. Adult education classes shall be conducted synchronously and asynchronously on a Monday through Thursday schedule with the exception of Night classes (ESL for example) which will run Monday through Wednesday and the teachers will have office hours on Thursday. The synchronous portion for each session will be a minimum of 30 minutes -maximum of 90 minutes at the teacher’s discretion. In addition, teachers, including tenured teachers, will be provided office hours and planning time in order to maintain the hours they worked during the 2019-2020 school year at a minimum inclusive of the 15 minute break.
50. Contract teachers’ hours will work 30 minutes a day (a)synchronously Monday - Thursday at their contractual rate of pay.
51. Schedules for ESL Day and ESL Night classes are listed below. All other schedules will be generated through consensus between the Director of Adult School and the individual teacher

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by following the above parameters. If consensus is not reached HR and HEA leadership will meet and come to consensus.

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Schedule for ESL DAY

Daily Schedule: Monday-Thursday

Minimum 30 minutes synchronous to maximum of 90 minutes (a)synchronous
90 minutes planning time
75 minutes office hours

Total time: 1020 minutes/week = 17 hours/week

Schedule for ESL Night

Daily Schedule: Class Monday-Wednesday, Office hours Thursday

Monday - Wednesday	Thursday
Minimum 30 minutes synchronous to maximum of 90 minutes (a)synchronus	90 minutes office hours
minutes daily planning 60	Minutes of planning 60

Total time: 600 minutes/week = 10 hours/week

Adult Education Testing

52. For State/Fed mandated tests that are given in person, the district will provide necessary equipment including Face shield, hand sanitizer, mask and gloves, and appropriate equipment in order to provide thermometer check following CDC guidelines.

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53. Teachers will not be required to administer the tests. If a unit member voluntarily administers the test in person, the unit member shall be paid for the extra hours for the administration of the test at their hourly rate of pay.
54. Room needs to be cleaned between testing events following guidelines and practices herein. Multiple rooms may be used to maintain CDC guidelines regarding social distancing and health provisions.

Evaluations

55. HEA members will not be evaluated this year with the exception of probs and temps unless law permits otherwise. HEA members maintain their right to use peer evaluation of portfolio review as the basis of a self-reflective evaluative tool.

Compensation

56. Certificated bargaining unit members who are developing distance learning curriculum, methods, or materials for use Districtwide will be paid at the hourly rate for the assigned additional hours worked. The district will send out email notifications with a link to the application to all members.

Distance Learning Workgroup

57. The parties agree to convene distance learning workgroups as needed. Workgroups are composed of up to 10 unit members. Unit members who wish to participate can apply, and will be selected based on, relevant credentials, years of experience, and previous training related to the workgroup topics. Members who participate will be paid at the extra duty hourly rate. If the workgroups meet during their summer break, the unit member will receive the summer hourly rate. The workgroups will develop recommendations regarding best practices on matters related to distance learning including but not limited to:
- a. Technology
 - b. Social and Emotional Learning Practices
 - c. On-line Teaching and Learning
 - d. Diagnostics and Assessment
 - e. Modified Scope and Sequence
- HUSD representatives will meet with HEA representatives to reach consensus prior to creating any additional workgroups/topics.

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Miscellaneous/Other Provisions

Other certificated support services will be provided to students and bargaining unit members outside of the synch minutes to the extent possible and as mutually agreed to between the certificated support staff and general ed teacher, (e.g. EL Specialists may provide synchronous instruction during the required synchronous minutes).

Upon the State/County/District determining schools are safe to reopen, the District shall negotiate school re-entry with the Association and provide at least a week (5 work days) notice to all unit members to prepare for return to the classroom with students.

All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this agreement shall remain in full effect. This agreement is a non-precedent setting.

This MOU resolves the negotiable effects of distance learning due to COVID-19. The District and/or Association reserve the right to negotiate any additional impacts related to COVID-19 in the 2020-21 school year.

This MOU shall supersede all previous MOUs and continue for the duration of time that the District remains on the full distance learning instructional model, unless extended by mutual written agreement.

For the Association

For the District