

MEMORANDUM OF UNDERSTANDING
Between STOCKTON UNIFIED SCHOOL DISTRICT
and STOCKTON TEACHERS ASSOCIATION

REGARDING
**STABLE GROUP IN-PERSON STUDENT TESTING
MIRRORING COHORT GUIDELINES**
DURING THE COVID-19 CONTEXT

The Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding implementation of student testing in person using stable groups for a limited set of specific tests, as related to the coronavirus (“COVID-19”) pandemic and the 2020-2021 school year.

The Parties recognize the unique needs faced by many students during the pandemic and seek to implement in-person testing via stable groups as per California DOE guidelines regarding student cohorts to the extent possible based on logistical options and voluntarism among instructional staff.

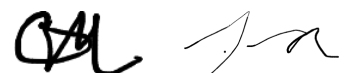
The District and Association agree as follows:

1. Definition

- a. For the purposes of this MOU, a “stable group” refers to a consistent group of students with one or more instructional staff operating within California cohort guidance. As such, the combination of students and staff for any “stable group” doing in-person testing must never be greater than sixteen (16), regardless of whether all members of the stable group are present at the same time or on the same days.
- b. Once in-person testing time allotment for a stable group has completed, the stable group may be closed. This closure shall not be construed to prevent unfinished students from then finishing their testing virtually or in a future stable group. When any stable group closes, as soon as the next instructional day, the same instructional staff may voluntarily begin in-person testing with a new stable group.

California cohort guidelines for reference:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/small-groups-child-youth.aspx>





2. Qualifying Testing

- a. Qualifying testing for in-person “stable group” student testing includes, at minimum, the following state and federally mandated testing:
 - CAASPP
 - ELPAC
 - CAST
 - CAA
 - DRDP
 - ASQ
- b. Other state or federally mandated testing may be added to the above 2.a list by mutual agreement of the District and the Association.
- c. Agreements on IEP-related assessments covered so far per the existing Distance Learning MOU are not altered or replaced by this MOU.

3. Staffing and Hours

- a. Stable group testing shall be staffed on a voluntary basis. Each individual staff member shall have the full right to volunteer or decline without fear of reprisal, and volunteering shall be solicited accordingly.
- b. At any time instructional staff are conducting in-person student testing with a stable group, the teacher shall not be expected or required to conduct any simultaneous duties (synchronous or asynchronous instruction, virtual testing of the students not present for the stable group, etc.).
- c. Whenever stable group testing is conducted by instructional staff outside the contractual workday, hourly pay shall be provided at each employee’s respective hourly rate rounded to the nearest half hour.
- d. Stable group testing must only occur on school days. Testing schedules will be created and implemented in collaboration among administrators and instructional staff. Days and times can vary by stable group as long as the site is explicit before teacher commitment. Schedules may shift with mutual approval by site and affected stable group staff.
- e. Stable group instructor absences may result in substitute coverage or cancellation on a site-discretion basis as needed. Instructors are to notify their administration any time they expect to be absent from their stable group testing.


4. Health and Safety


- a. Sites shall adhere to state and local guidelines for health and safety. Qualifying in-person testing may be conducted by scheduled appointment following all health guidelines (PPE, distance, etc.).
- b. Site administrators shall disclose pertinent logistics (for stable group testing) to all staff before implementation. This includes health and safety procedures covered in site plans, as well as general practical concerns such as student Chromebook access and how administrative oversight (logistics, discipline, etc.) mirrors or differs from any pertaining site norms.

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 MOU is being entered solely under the context and circumstances of the COVID-19 and sets no precedents and shall be extended or modified by mutual written agreement. The District and/or Association reserve the right to negotiate any additional impacts related to testing in stable groups.


By mutual agreement the parties may extend this MOU beyond the 2020-2021 school year.


For the Association:

 03 / 31 / 2021

 03 / 31 / 2021

For the School District:

 04 / 01 / 2021

 03 / 31 / 2021

