

SWTA PROPOSAL

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOUTHWEST TEACHERS ASSOCIATION  
AND  
SOUTH BAY UNION SCHOOL DISTRICT  
REGARDING THE COVID-19 PANDEMIC DURING 2020-2021 SCHOOL YEAR

July 22, 2020

This Memorandum of Understanding is agreed between the Southwest Teachers Association ("SWTA") and the South Bay Union School District ("District"), collectively referred to hereinafter as "the parties", concerning the District's Learning Plan during COVID-19 pandemic.

In preparation for the 2020-21 school year, the parties recognize the need to address the district's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations of public health officials to prevent illness and further spread the virus. The parties recognize that schools are critical to daily life and that collaboration between local public health, education officials, and educators is the best means to determine and balance competing concerns surrounding school reopening decisions. In accordance with guidance from the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and San Diego County recommendations issued as of July 2020, the parties recognize and agree that reopening under a distance learning approach is necessary at this time.

**SBUSD will adhere to AB-77 sections 43501, 43502, 43503, 43505 regarding Distance Learning and Instructional Minutes.** "Distance learning" means instruction in which the student and instructor are in different locations. Daily live interaction with certificated employees and peers will be provided for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders. Daily live interaction shall be designed to meet the needs of students at the discretion of the teacher.

## 1. Distance Learning

- a. Instruction shall include content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
- b. Daily Live Interaction: In accordance with Assembly Bill 77, unit members providing online learning instruction/services are required to provide students with opportunities for daily live interactions with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. Daily live interaction between certificated staff and students may take the form of internet or telephonic communication, or by other means permissible under public health orders. The amount and format for the daily live interaction provided shall be determined by each unit member.
  - i. The District shall provide acceptable use policies on the use of live video online learning platforms.
- c. The District shall provide academic and other supports in distance learning that are designed to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with exceptional needs, students in foster care or experiencing homelessness, and students requiring mental health supports.
- d. The parties recognize the unique challenges of teaching and learning for the 2020-2021 school year and agree to limit the number of district required standardized assessments. District assessments will be used for placement and/or formative purposes only unless required by state mandate.
- e. Teachers will be expected to take daily student attendance and notify the administration as soon as practicable if there are concerns with attendance, participation and/or connectivity issues. A student who does not participate in distance learning when assigned to do so shall be documented as absent by the distance learning teacher.
  - i. Evidence of daily student participation in distance learning shall be obtained using:
    1. evidence of participation in online activities and live interaction;
    2. completion of regular assignments and/or assessments;
    3. contacts between employees of the District and students or parents or guardians.

- ii. The District shall develop strategies and written procedures to re-engage students who are absent from distance learning for more than three school days or 60% of the instructional days in a school week. These procedures shall require school site administrators or classified staff to make contact with the student's parents or guardians pursuant to the requirements of Education Code Sections 43504(f).

f. The District shall revise, through Consultation, any relevant acceptable use policies to include provisions for remote learning and distribute to members, students, and parents/guardians. This agreement shall include the privacy rights of students and staff while participating in distance learning. Any recording of live/synchronous virtual instruction is required to have the consent of both the unit member and the principal. The Association reserves the right to negotiate applicable impacts and effects of the acceptable use policy.

g. Unit members shall not be disciplined for inappropriate behavior of other people in their own household or students while they are engaged in Distance Learning. Unit members will strive to uphold the standards of the teaching profession while conducting online opportunities or participating in professional development.

## 2. Online Instruction

a. **Hours:** The online learning instructional school day will be a minimum of 180 minutes for kindergarten, 230 minutes for grades 1-3 and 240 minutes for grades 4-8. Preschool/TK instructional minutes shall be consistent with state regulations.

i. The minimum amount of instructional minutes will be a combination of both synchronous and asynchronous teaching and/or related services and may include independent work for students. Teaching and/or related services may include whole and small group instruction.

ii. The daily schedule of instruction and/or related services for unit members who do not have a class of students assigned to them shall not be required to exceed 240 minutes, inclusive of synchronous and asynchronous direct services and instruction.

iii. The remainder of the workday will be dedicated to additional planning instruction and/or services progress monitoring, email, student assessment, preparation, grading, providing feedback to students, record keeping, sharing progress with students and families, IEP case management and meetings, and/or collaboration unless otherwise outlined in Article 6 Hours.

iv. Elementary educators may choose to offer instruction in one subject per day or multiple subjects per day.

## b. Learning Virtual Platforms

i. Secondary educators shall utilize one of the following learning virtual platforms:

1. Google Suite
2. Synergy

ii. Elementary educators shall utilize one of the following learning virtual platforms:

1. Google Suite
2. Seesaw

iii. Educators may use other district approved communications tools.

## 3. Preparation for Distance Learning

- a. The first 4 days of the work year will be scheduled as non-instructional days and reserved for staff planning and preparation of distance learning materials and professional development in distance learning as stated in Article 6.1 of the parties collective bargaining agreement.
- b. The District shall provide appropriate software/hardware needed for distance learning.
- c. The District shall provide additional training for bargaining unit members required to perform their assignment or engage with students in a virtual setting for distance learning prior to the beginning of the school year. Any training given during the summer break shall be compensated at the hourly rate as stated in the Article 18.6.2 of the parties collective bargaining agreement.
  - i. The District shall provide a minimum of 72 hours notice to all bargaining unit members of additional opportunities for training not already provided for in the collective bargaining agreement
- d. Prior to the beginning of the school year, students and families will participate in a series of online learning modules, provided by the District, that will serve as an orientation for the new school year, which may include, but is not limited to:
  - i. Health and Safety Requirements
  - ii. How to use Learning Management Systems/ Instruction Learning Model
  - iii. Social and Emotional Learning
  - iv. Family Resources

## 4. Access to Worksite

- a. Unit members shall follow site and district procedures and coordinate with their site administrator to obtain all necessary equipment, furniture, internet connections, hot spots, and any other necessary equipment to deliver online learning. Unit members may pick up instructional materials from the work site as needed.

- b. Unit members shall be given the opportunity to retrieve supplies and/or equipment from their classroom/workspace to help facilitate online learning. An ongoing schedule will be established for each site to follow, ensuring compliance with the health and safety guidelines.
- c. For the duration of the school closure period, unit members shall not be liable for damage to District equipment.
- d. The District technology department will be available during normal working hours to provide support and assistance throughout the duration of the school closures.
- e. Requests to access worksite, retrieve necessary supplies and or equipment shall not be denied for arbitrary or capricious reasons.
- f. Bargaining unit members shall not be directed or required to report to any district facility in person while working under the current distance learning model.

#### **5. Staff Meetings and Professional Development**

- a. In-person meetings shall be eliminated during the pandemic (including but not limited to, staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, parent meetings, and parent-teacher conferences). All meetings shall be held virtually and shall be scheduled during non-instructional time.
- b. All professional development during the pandemic shall be focused on the distance learning instructional-model.
- c. All other provisions as stated in Article 6 and Preschool Article 23.17 of the collective bargaining agreement.

#### **6. Compensation and Benefits**

- a. While working under the current distance learning model, bargaining unit members shall continue to receive their full compensation and benefits as outlined in Article 7 and 18 of the collective bargaining agreement.
- b. Bargaining unit members shall continue to receive stipends and/or additional pay, as provided under Article 18.7 of the collective bargaining agreement.
- c. To address out of pocket costs related to technology expenses and educational supports necessary to deliver distance learning, the District shall provide a stipend of \$100 per month to all unit members for the duration of the COVID-19 pandemic.

#### **7. Leaves:**

##### **Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)**

- a. For unit member self-care:  
A unit member shall use up to 10 days of available federal paid sick leave under the FFCRA if the member (1) is unable to work due to government issued quarantine or isolation order related to COVID-19, (2) has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work, (3) is experiencing

symptoms of COVID-19 and is seeking diagnosis and is unable to work. The District may request verification prior to placing a unit member on paid leave. The District will pay a unit member's full salary regardless of per diem pay limits in the FFCRA.

b. For unit members to care for others:

A unit member may use up to 10 days of available federal paid sick leave under the FFCRA if the member is unable to work due to the need to care for (1) a minor child due to a COVID-19 related school closure, (2) an individual subject to government issued quarantine or isolation order related to COVID-19, (3) an individual who has been advised to self-quarantine by a healthcare provider related to COVID-19, or (4) an individual who is experiencing symptoms of COVID-19 and is seeking diagnosis. The District may request verification prior to placing a unit member on paid leave. The District will pay a unit member's full salary regardless of per diem pay limits in the FFCRA.

**Paid Leave of Absence for Unit Members At-Risk of COVID-19 Exposure:**

- a. Unit members who work directly with students or the general public and who provide documentation of an underlying high-risk condition or reside with someone with documentation of an underlying high-risk condition shall be provided an alternate work assignment without loss of compensation or benefits if at all possible. In the event a bargaining unit member is unable to return to in-person duties because either they or someone in their household is at high risk for COVID-19, and an alternative or remote assignment is unavailable to them, such member shall be placed on paid administrative leave and continue to receive full salary and benefits without any deduction from the bargaining unit member's accumulated sick.

**Industrial Accident Leave/Workers' Compensation**

- a. All provisions of the collective bargaining agreement pertaining to Industrial Accident Leave and/or Worker's Compensation remain in effect.
- b. The District shall not contest workers' compensation claims that COVID-19 disease is caused by work exposure for bargaining unit members who are diagnosed by a medical doctor with COVID-19 within 14 days of coming to work at a District site.

**Other Leaves**

- a. All other provisions of the collective bargaining agreement regarding leaves under Article 8 of the CBA remain in effect.

**8. Bargaining Unit Member Expectations**

- a. **Responsibilities:** Bargaining unit members shall determine the means and method for providing distance learning based on appropriate standards-based instruction, their resources, and their students' ability to access the curriculum. Under the distance learning model, bargaining unit members shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback,

and reporting non-participation to the site administrator for additional outreach and follow up.

- b. **Scheduling** : Bargaining unit members shall set their schedule during their normal contractual work hours and workdays. Unit members shall have reasonable flexibility to determine the schedule in order to meet the needs of students and families.
- c. **Office Hours**: Office hours shall be used to provide students and or parents with support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms at the discretion of the member. Office hours shall be scheduled each week during contractual workday hours. Bargaining unit members shall provide advance notification to students and parents if a change to the schedule is necessary.
- d. **Evaluation**: Throughout the period of any distance learning model (including Hybrid), evaluations shall be suspended. The Parties agree to meet and discuss the evaluation process for the 2020-2021 school year as needed, if and only when schools reopen at 100% in-person.
- e. **Workload**: The District shall make every effort to avoid increases to unit member workload.
- f. **VAPA/STEM**
  - i. Teachers shall be given access to a schoolwide roster on Illuminate for each school they are assigned in order to manage their own channels to reach students directly.
  - ii. Teachers shall provide appropriate standards-based lessons, activities, and/or other support to students which is consistent with regular assignments and job descriptions and in accordance with AB-77.
- g. **Teachers on Special Assignment**
  - i. Unit members who do not have a class roster shall provide support to students and classroom teachers which may include providing lessons and/or units of study, activities, virtual field trips or other support which is consistent with regular assignments and job descriptions.
- h. **Nurses**
  - i. As a healthcare professional, school nurses are specialists in public health. The school nurse leads healthcare in schools and practices in a holistic manner to address the needs of students. The District shall utilize school nurse expertise in communicable disease mitigation, preparedness and response.
  - ii. School nurses will assist in the preparation and facilitation of District professional development in regards to health and safety concerns.
  - iii. School nurses will assist in the monitoring of student safety and wellness in the distance learning model for their school site(s). This will include assisting families with connections to local health and wellness resources.

iv. The District shall provide access to contact tracing and tracking training to School Nurses in coordination with the San Diego County Dept of Public Health or other agencies as appropriate.

v. School nurses shall review records of students with chronic conditions who may need 504 accommodations, individualized healthcare plans, or emergency care plans for the coming year.

## **9. Special Education**

- a. Special education, related services, and any other services required by a pupil's individualized education program pursuant to Section 56341, including the requirements of subparagraph (A) of paragraph (9) of subdivision (a) of Section 56345, with accommodations necessary to ensure that individualized education program can be executed in a distance learning environment.
- b. Special Education teachers will accommodate and/or adapt lessons to meet the needs of students' IEPs.
  - iii. RSP, SLP, VI,OT, APE teachers shall be given access to a caseload roster for each school they are assigned in order to provide services.
  - iv. Service providers will provide distance learning activities to meet student IEP service minutes where possible.
  - v. Service providers of students with disabilities will make a reasonable effort to communicate with classroom teachers, students and/or the parent/guardian as appropriate.
  - vi. Service providers and classroom teachers shall coordinate together in order to avoid scheduling conflicts.
  - vii. The District and SWTA shall continue to consult and, where appropriate, negotiate impacts and effects to insure compliance with IDEA and FAPE.
  - viii. Service providers will maintain service minute logs.

## **10. Consultation Rights and Reserve Right to Further Negotiate**

- 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. The District and Association Bargaining Team agree to meet and confer any time changes are considered, during the pandemic, to discuss the effectiveness of decisions made and any ongoing concerns to provide meaningful input into the "Recovery/ Reopening Plan" for the 2020-2021 school year. The District shall provide a copy of the "Recovery/ Reopening Plan" in draft format at least 72 hours prior to adoption of the plan by the Board of Trustees.



- c. Before the district submits a “School Site-Specific Protection Plan” to the County Office of Education and the local public health department, posts it at all District sites, and shares it with all stakeholders. All “School Site-Specific Protection Plans” shall be provided to the Association President or designee at least 24 hours prior to being posted at work sites. The elected SWTA site representative shall be a member of any workgroup tasked with developing the school site specific protection plan.
- d. 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.

#### **11. Transfers and Reassignments**

- a. The District shall post and notify all bargaining unit members of remote assignment vacancies via district email to all bargaining unit members. Vacancies shall also be posted on the District website. The vacancy shall contain the title and brief description of the position, the credential requirements for the position, and a closing date which is at least 5 working days following the posting date. The unit member's request for a remote assignment must be submitted via email. The request may include the reasons for the bargaining unit member's request, including that they are seeking the remote assignment because either they or someone in their household is at high risk for COVID-19. Such information shall not be utilized or perceived by the District as a request for a reasonable accommodation.
- b. Priority for remote assignments shall be given to those individuals who are requesting the remote assignment because either they or someone in their household is at high risk for COVID-19, in order of seniority.
- c. If after giving priority of assignment to these individuals, there is additional remote work available, the remaining assignments shall be filled in order of seniority.
- d. In the event a unit member is unable to return to in-person instruction because either they or someone in their household is high risk for COVID-19, and a remote assignment is unavailable to them, such bargaining unit member shall be placed on paid administrative leave and continue to receive their full salary and benefits without any deduction from the bargaining unit member's accumulated sick leave.
- e. All other provisions as stated in Article 9 and Preschool Articles 24.15 and 24.16 of the collective bargaining agreement apply.

This Memorandum of Understanding resolves known negotiable effects of the COVID – 19 pandemic. The Association and SBUSD reserve the right to negotiate any additional impacts of COVID-19 in the 2020-21 school year based on new guidance, directives from any state or federal agency or should new circumstances arise.

The terms and conditions set forth in this MOU shall be subject to the terms of Article 13, Grievance Procedure, as outlined in the parties collective bargaining agreement.

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.

This MOU shall not be precedent setting nor form any basis for a past practice. It is agreed and understood that this agreement is subject to SWTA review and the approval of the Board of Education.

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SOUTHWEST TEACHERS ASSOCIATION

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SOUTH BAY UNION SCHOOL DISTRICT

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