

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOUTHWEST TEACHERS ASSOCIATION  
AND  
SOUTH BAY UNION SCHOOL DISTRICT  
REGARDING “CONTINUITY OF LEARNING”

April 1, 2020

This Memorandum of Understanding (MOU) is between the South Bay Union School District (District) and the Southwest Teachers Association (Association). The COVID-19 crisis, emergency school closure and emergency stay at home order have created an ongoing need to provide distance learning opportunities for students. The purpose of this MOU is to address the parties’ shared interests in protecting unit members’ health, safety and privacy, and providing safe working conditions, and enabling all unit members to provide continuity of learning for all students.

The District and the Association agree as follows:

**Compensation, Benefits and Leaves**

1. Unit Members' compensation and benefits shall not be reduced during the emergency school closure period.
2. The parties agree that Unit members who are unable to meet the expectations included in this MOU regarding distance learning and service work shall use any sick leave or personal necessity leave entitlement that they may be eligible for consistent with law and the parties' collective bargaining agreement. The parties agree that all collectively bargained leave provisions will remain in full effect for the duration of the pandemic. Eligible unit members will also be entitled to any new COVID-19 federal and/or state leave benefits. On a case by case basis, unit members who are on an existing or scheduled approved paid leave who are able to fulfill the requirements of this MOU regarding distance learning and service may contact Human Resources to determine their eligibility to return to work.
3. Unit members who were required to be quarantined or who were medically advised to self-quarantine while schools in the District were open (before March 16, 2020), shall be placed on paid leave for that duration (up to and including March 15, 2020). There shall be no deduction from the member’s sick, personal, or extended illness leave for that time period.

## **Safety**

4. All closed schools, including all classrooms, bathrooms, and other work spaces, will be appropriately cleaned and sanitized before any unit member returns.
5. For health and safety reasons, unit members may not return to worksites during the closure period without express approval by the Superintendent or designee.

## **Closures**

6. Unit members will be notified by email and or phone about any school closures, including any decisions to extend school closures once they commence.
7. Unit members shall not be directed or required to report to their worksite while their worksite is closed due to public health orders.
8. Upon State/County/District determining schools are safe to reopen, the District shall provide at least 24 hours notice to all unit members to return to work in order to prepare for the return of students. Unit members who have extenuating circumstances may, on a case by case basis, be provided an additional 24 hours to return to work. When schools are to reopen, unit members will be provided one full day to be used for individual classroom preparation prior to the return of students free from professional development. Any staff meeting occurring on this day will be not more than sixty (60) minutes.

## **Continuity of Learning**

9. The District and SWTA recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its teachers and staff. For the purpose of this MOU, “distance learning” means instruction in which the student and instructor are in different locations. Distance Learning may include interacting through the use of computer and communications technology, as well as delivering instruction and check-in time with their teacher. Distance learning may include video or audio instruction in which the primary mode of communication between the student and instructor is on-line interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology. It may also include the use of print materials incorporating assignments that are the subject of written or oral feedback. Distance learning activities provided to students will include continuity of learning opportunities including but not limited to enrichment, engagement and review.
10. The Parties recognize that SWTA members are certain to be impacted in their professional and personal lives. In an effort to alleviate those impacts, the District wishes to allow teachers and students to engage in a unique education delivery model (Distance Learning) that will provide unit members an alternative method of delivering instruction that does not require them to physically report to work and ensure that students are able to continue learning.

## 11. April 6 - 10: Planning and Preparation

- a. Unit members may pick up laptops, instructional materials, etc. from the work site as needed. A schedule will be established for each site to follow, ensuring compliance with the health and safety guidelines. For the duration of the school closure period, unit members will not be responsible for unintentional damage to their district laptop.
- b. Unit members will have time to plan educational opportunities and/or check-ins with students. The District technology department will be available during normal working hours to provide support and assistance throughout the duration of the school closures.
- c. The District shall provide distance learning professional development for members to participate in at their own discretion.
- d. The District will provide appropriate professional development and training on the platforms that they may use to engage with students online during the school closures (Google Suite, Google Classroom, Google Hangouts, Google Drive, Seesaw, etc.).

## 12. Beginning April 13- TBD

- a. To the best of their ability, unit members will provide flexible educational opportunities through Distance Learning.
- b. Traditional grading expectations are suspended during this closure period, except as otherwise required by law or governmental order. This aligns with the State Superintendent of Public Instructions' (SSPI) recent statements that assessments should not be used during this time as a summative measure, but rather as a formative measure to gauge instruction and areas where students may need support. Following further guidance from the California Department of Education (CDE), SSPI, or Governor, the parties will meet again to determine additional options for grading to ensure equity.
- c. Unit members shall use their professional discretion when providing distance learning opportunities and shall not be required to submit lesson plans. Requests for documentation or other evidence of learning opportunities provided to students shall not be required absent reasonable cause that the unit member is not engaging in distance learning to the best of their ability, or to monitor student participation or as required by law.
- d. Unit members shall make every effort to check their emails for updates daily and respond, if a response is necessary, in a timely manner.
- e. Unit members will regularly communicate with and be available to students, parents and guardians. Staff will attempt to maintain a 24-hour response time regarding student and parent inquiries.

- f. All unit members who do not have a class roster (including but not limited to STEM/VAPA, Education Specialist (RSP), Psychologists, Social Workers, TOSAs, SLPs, Impact Teachers, Nurses, etc.) shall provide support to students, families, and classroom teachers which may include providing lessons, activities, or other support which is consistent with regular assignments and job descriptions.
- g. 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). In addition to District provided curriculum, unit members may use supplemental instructional platforms of their choice for Distance Learning subject to CIPA and SB 1177 requirements.
- h. Unit members may collaborate with their colleagues to plan and deliver the lessons. Recognizing this unique situation, the time and manner of collaboration will not be determined by District or site administration.
- i. Bargaining unit members will be expected to provide instruction, resources, and support to students through distance learning. In most cases, employees will complete their distance learning responsibilities during the hours defined in the parties' CBA; however, considering the personal challenges presented by the COVID-19 pandemic (e.g., members' own childcare concerns/needs), bargaining unit members shall not be required to maintain a set daily schedule throughout the emergency school closure.
- j. The coursework provided to students shall have the intention of promoting continuity of learning while students are not in school. The pace of instruction shall be at the discretion of the teacher based on the needs of the students.
- k. Teachers will not be required to be recorded during distance learning over their objection, pursuant to Education Code Section 51512 (if applicable).
- l. Teachers and staff who do not have the technology needed for distance learning shall inform the District, and the District and unit member shall work together to find a solution which does not adversely impact the unit member. Unit members may request additional training for the purposes of distance learning.
- m. The District shall provide students and families with a direct access (email) to the technology department for any technology support and or questions with troubleshooting any of the platforms.
- n. The parties agree to confer regularly, and negotiate where appropriate, to address implementing guidance from the California Department of Education as well as the Federal Department of Education in order to provide equitable and appropriate education for our students with special needs.
  - i. Special Education Teachers will, to the best of their ability, accommodate and/or adapt lessons to meet the needs of students' IEPs.

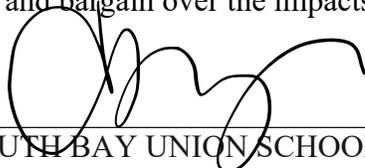
- ii. Services providers will prepare distance learning activities to the best of their ability to be completed at home as appropriate.
  - iii. Teachers and service providers of students with disabilities will make a reasonable effort to communicate with students and/or the parent/guardian as appropriate.
  - iv. Special education teachers will work collaboratively with core content teachers to accommodate and/or adapt lessons to address needs of students' IEPs in a digital or other distance learning environment.
- o. Work that occurs during the school closure and distance learning period shall not be subject to evaluation. Unit members shall not be disciplined for behavior of other people in their own household or students while they are engaged in distance learning. Unit members, however, are expected to make reasonable efforts to minimize family disruptions during distance learning sessions with students. Unit members will strive to uphold the standards of the teaching profession while conducting online opportunities or participating in professional development.

This Memorandum of Understanding resolves known negotiable effects of school closures due to the COVID – 19. The Association and SBUSD reserve the right to negotiate any additional impacts of school closures in the 2019-20 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 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.

This MOU shall expire on June 2, 2020, or when it's been deemed by the California Public Health Officials and the District that it is safe to return prior to June 2, 2020. Should the school closures extend beyond the expiration of this MOU, the parties shall meet again to meet and confer and bargain over the impacts and effects of the extended closures.

  
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SOUTH BAY UNION SCHOOL DISTRICT

Dated April 1 2020

  
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SOUTHWEST TEACHERS ASSOCIATION

Dated April 1 2020