Memorandum of Understanding Between
Sweetwater Union High School District and
Sweetwater Education Association
regarding
Impacts and Effects of Corona Virus Pandemic and Distance Learning Implementation

This Memorandum of Understanding is agreed to between the Sweetwater Union High School District and the Sweetwater Education Association, collectively referred to as “the parties”, concerning the District’s response to the coronavirus (COVID-19) pandemic, school closures and the Associations impacts and effects associated therewith.

On March 13, 2020, Governor Gavin Newsom issued Executive Order N-26-20 regarding the physical closure of schools by local educational agencies in response to the COVID-19 pandemic. The order provides that even if schools close temporarily because of COVID-19, LEAs will continue to receive state funding for those days so long as they can continue to deliver high-quality educational opportunities to students to the extent feasible through, amongst other options, distance learning.

The parties recognize the importance of maintaining safe learning opportunities for the benefits of the students and communities served by the District and its teachers and staff. This MOU sets forth the parties’ agreements governing working conditions for SEA bargaining unit members due to COVID-19 public health emergency and guidance for delivering high quality educational opportunities to all students during school closure.

The parties recognize that SEA members are impacted in their professional and personal lives by this pandemic. In an effort to alleviate these impacts, the District wishes to provide mechanisms for teachers and students to engage in alternative methods of delivering instruction (distance learning) that does not require them to physically report to work and ensure that students are able to continue learning with minimal interruption.

Distance learning, as defined by the California Department of Education (CDE) occurs when the teacher and student are in different locations. Distance learning includes the use of both digital and non-digital tools.

1. Compensation
   A. Bargaining unit members will continue to receive their anticipated compensation, including all stipends outlined in the Collective Bargaining Agreement, 1/6’s and benefits so long as funding remains available in accordance with Executive Order N-26-20.

   B. Individual supervision assignments or other potential per diem work will not be included (for example Saturday school, sports or event supervisions).
2. Employment Status

A. Bargaining unit members needing to work remotely does not change a unit member’s status as a District employee.

B. This Agreement does not impact the provision of Particular Kinds of Services (PKS) or Reduction In Force (RIF) Notices. This Agreement applies to all employees who received PKS Notices through the end of this school year.

3. Work Day

A. Unit members with a 7 ½ hour work day, inclusive of a thirty (30)-minute, duty free lunch period, shall work remotely for the duration of the emergency school closure.

B. Unit members with a 8 ¼ hour work day, inclusive of a thirty (30)-minute, duty free lunch period, or 7 ¾ work day, inclusive of a thirty (30)-minute, duty free lunch period, plus an additional ¼ shall work remotely for the duration of the emergency school closure.

C. Parties acknowledge that these are extraordinary circumstances and while unit members will be expected to provide instruction, resources and support to students through distance learning. Parties recognize that flexibility may be required in light of the challenges presented during this pandemic (childcare, care obligations, needs, etc) which can be discussed and coordinated with their supervisor. This flexibility may include the need to use different modalities and/or a flexible time to adjust to meeting student needs.

D. Unit members shall establish a schedule of no less than five (5) hours daily of direct instruction and Flexible Schedule Time. This amount shall be prorated for employees that work part time.

4. Work Expectations During Closure

A. Unit members working remotely shall perform professional duties equivalent or substantially similar to their assignment which was assigned prior to the COVID-19 school closures, except generally doing so remotely.
B. SUHSD email service is the prime means of communication with the District. Bargaining unit members will continue to check their school email regularly on all work days for updates from the District.

C. Staff shall access and may utilize the District’s Distance Learning website for resources and tools. Similarly, Special Education teachers shall access and may utilize the Special Services resources page and tools.

D. Staff will make themselves available for virtual staff, department, PLC, FAC, Adjunct or other committees in accordance with applicable provisions of the collective bargaining agreement and current practice. Should staff not be available, the staff member may view the recorded meeting and should do so within 48 hours of the meeting. Advance notice will be provided for the meeting. Advance notice of missing a meeting will be provided to the best of the unit members ability.

E. Distance Learning

1. During the School Closures, the District will provide distance learning in accordance with direction from the state and federal government. The parties recognize that distance learning will be designed to promote continuity of instruction while students are not at school.

2. The District will provide a Districtwide Student distance learning schedule in order to help balance student workloads districtwide on a consistent and equitable basis. Site administrators will provide their site’s overall student schedule and site information to parents.

3. Options to continue delivering high-quality educational opportunities through Distance Learning to students are as follows:

   a) Synchronous: Students are scheduled to meet with teachers during defined times. This may be through the new schedule arranged for distance learning purposes. For example, this could be through the class block time in the Districtwide schedule or during “office hours” block. Teachers providing Synchronous distance learning will provide that learning during the times set forth on the Districtwide Student Schedule, whenever possible.
b) Asynchronous: Learners schedule their own time to engage in learning experiences. Asynchronous for teachers means they schedule their own time for designing learning experiences and providing feedback assessing work by learners. For teachers providing Asynchronous distance learning, all lessons and content will be uploaded on the first work day of the week so it's available for use during the Districtwide Student Schedule.

c) Blended: Teachers create daily activities, assignments and links to online resources. For example, a teacher is available through group chat for 15 minutes at a scheduled time such as at the beginning of the time on the Districtwide schedule.

d) Paper copies: In order to ensure access and opportunity for all of our students, we may need to offer hardcopies for some of our students, who do not have internet access and/or an iPad or computer.

4. Each staff member will provide a plan for how Distance Learning is to be delivered to their site administrator and their rostered students, which may include their availability to provide educational opportunities and support via email and/or other virtual platforms by the first work day of the week. Staff will select one, or a combination, of the options above and communicate their plan and schedule to their site administrator and students. Staff may change their selected option(s) as they determine which method(s) best meets the needs of their students, and will communicate those changes to site administration and students. All learning options should include some form of asynchronous learning access for students (e.g. if there is a synchronous learning opportunity, it must be recorded and posted for students to access later.) The plan will include a schedule of when instruction is being provided and when Flexible Schedule Time will occur. Flexible Schedule Time shall include, but is not limited to, the following activities:

- Planning instruction and/or services
- Co-planning amongst colleagues
- Virtual Office Hours (scheduling time in the morning and afternoon daily for direct connection with students)
- Monitoring Student Activity
- Sharing progress with students and families
- Providing feedback to students
- Collaborating with other unit members and support staff
- Participating in Professional Development and Staff Meetings
- Participating in IEP meetings
5. Under a distance learning model, teachers will continue to determine the essential standards-aligned coursework, pacing, grading criteria and final grades, consistent with the CDE guidance. The expectation is that teachers make contact at least twice weekly with each student. If various attempts in multiple methods (email, LMS, phone, etc.) to check in with students are unsuccessful, student’s name will be shared with the site administrator for further follow up.

6. Special Education

a) Parties agree to meet as needed to continue addressing implementation of Distance Learning for Students with Disabilities.

b) Parties agree to meet as needed to continue implementing the guidance from the California Department of Education (CDE) and United States Department of Education (USDOE) regarding provision of equitable and appropriate education for Students with Disabilities.

c) Special Education and core content teachers will work collaboratively in providing services to students with disabilities.

d) Compensatory education provided to students will continue to be paid outside the normal work day expectations.

e) District guidance regarding IEP meetings relating to pending IEP dates and any required due to changes resulting from COVID 19 related impacts. District will continue to meet with SEA to discuss the role of Special Education and core content teachers in those IEP meetings and processes and provide direction to facilitate signatures.

f) No new external special education program review or studies will be commissioned during the closure.

7. Alternative Education

a) The Alternative Education Department serves a diverse group of student learners who may require an even higher level of flexibility and increased individualization in the instructional and educational programs provided by teachers.
b) Alternative Education will work with their supervisor/administrator and FAC to establish general schedules for their programs and engage with each student with the goal of making contact at least twice weekly.

c) Home Hospital Teachers are expected to work remotely consistent with a schedule established with the supervisor/administrator; there is no expectation to provide services in the student’s home during the closure.

8. Academic Freedom, Grading, and Classroom Management

Under a distance learning model, teachers will continue to determine the essential standards-aligned coursework, pacing, grading criteria and final grades, consistent with the CDE guidance, based on their resources and their students’ ability to access the curriculum.

a) Grading: The CDE guidance has been consistent: “LEAs should weigh their policies with the lens of equity and with the primary goal of first, doing no harm to students. Further, the distance learning grading plan that LEAs adopt in the short term, may differ from a plan that is created for the long term.” Grade improvement should be the primary focus during distance learning. Grading should be based on formative assessments to monitor student learning and to inform instruction. Teachers should monitor student involvement in distance learning. If students cannot access the lessons due to connectivity or device issues, students will not be penalized.

b) The April 24, 2020 progress report will be postponed until May 15, 2020, to allow student’s time during distance learning to improve their grades. Final report cards will remain due on June 4, 2020.

c) Classroom Management:

1) During any online classroom setting, to the extent possible bargaining unit members are expected to use their best efforts to manage student behavior under the same rules and standards pursuant to District and site policies, and the California Standards for the Teaching Profession during online classroom settings, including utilizing tools and setting provided to maintain a safe learning environment. Unit members shall use their best professional efforts to ensure there are no inappropriate behaviors of third parties in the teacher’s household while they engage in
distance learning or participating in professional development. Unit members using their best efforts will not be disciplined for the inappropriate acts of third parties.

2) Both parties recognize that distance learning in an online classroom setting lends itself to challenges/limitations for unit members to manage inappropriate student behavior compared to what they could address if they were in a typical classroom setting e.g. teacher will not be able to see/monitor what all students in an online classroom are doing, and students have access to things at home that they do not at school.

3) Due to the limitations of an online classroom, unit members are not expected to address student inappropriate behavior that they are unaware of occurring. If, however, they are subsequently made aware of such inappropriate behavior, they are required to report it to their site administrator immediately as they would have on campus and such behavior will be addressed appropriately.

4) District will be responsible for notifying/reminding students and parents that students are expected to abide by the District’s Reasonable Use Policy and site based codes of conduct during online learning.

5. Distance Learning Equipment, Support and Teacher Training

A. District will provide appropriate software and training for any unit member required to engage with students and/or parents online during school closures. The District will work with unit members as necessary to ensure that they have the requisite technology devices and/or access to support students in the distance learning environment. As needed, and appropriate, the District will work with any unit member who requires additional support and/or training to engage in effective Distance Learning. If a unit member uses a personal device to provide distance learning, their device itself shall not be monitored except to the extent that since the District monitors all District resources, monitoring is required to identify and resolve issues related to the security and/or access to those resources. Further, parties acknowledge that use of a personal device for business purposes does not change the requirement to utilize them in a manner that is consistent with professional obligations and existing code of employee conduct.
B. District shall provide training opportunities for teachers to enhance the skills necessary for the success of online instruction. Professional Development will be self-directed and may occur at home, based on the individual teacher’s needs focused on the task and tools necessary to deliver distance learning. A PD menu of service calendar will be available for all teachers to access remotely. This PD was developed in conjunction with and is based on unit members’ needs.

1. In the interest in providing professional development to assist implementing Distance learning, during the weeks of April 6, 2020 and April 17, 2020, teachers will be responsible for completing the self-guided professional development based on their technological skills and pedagogical needs. The goal is to become familiarized with the distance learning tools and to create distance learning lessons. Official distance learning begins on April 20, 2020, and ends for the current school year on June 4, 2020.

a) Staff who has been unable to pick up laptops, instructional materials, etc. from work site, will do so as needed during this time in coordination with the principal. A schedule will be established to ensure compliance with the health and safety guidelines.

b) Staff is encouraged to participate in self-directed professional development. Staff is expected to participate in all PLC scheduled time during these weeks.

c) During this two-week time period time staff will also make efforts to check in with their students by phone, email or other means for remote connection to check on students and prepare students for distance learning. The site administrator will work with the FAC and SLT to develop a schedule with staff to ensure every student received at least one daily contact from site staff during this two-week time period.

d) Unit members who volunteer to facilitate and/or present a District online professional development opportunity for their colleagues or stakeholders, shall be compensated 2 hours for every 30-minute presentation at the curriculum development rate, consistent with Appx C-4.

C. IT Support: If staff requires assistance with distance learning technology or connectivity, staff will contact the District Information Technology Help Desk phone number and/or the Information Technology Ticketing System (e.g. Remedy Force or comparable). During the teacher workday, the District shall provide access to support via the District Information Technology Help Desk phone number and/or the Information Technology Ticketing System (e.g. Remedy Force or comparable).
D. Printing: If solely for the purpose of ensuring equitable access for students, unit members need to provide materials in print to students, the District shall provide the means for printing.

6. Working on A District Site or at a Site on Behalf of the District

A. During the closure, the parties believe that whenever possible staff should be working remotely. Staff are not to enter campus or another site on behalf of the District (such as a student home) without the permission of the principal. If staff are unable to work remotely and need to work onsite instead, they shall contact their principal to discuss the reasons they cannot work remotely (device, connectivity, lack of location for a quiet space) and obtain written permission for a time and date to come on to campus to perform work on campus and in their classroom. Principal/site administrator will manage days and times for access consistent with local public health guidance and social distancing. Advance notice will be provided of their needs on campus, to allow custodial staff to clean the classroom the first time before the teacher’s return to their classroom. Since no one will be in the teacher’s classroom other than the teacher during the closure, supplies will be provided in the classroom for the teacher to use to maintain their classroom for their future uses if they have to work on site more than the first instance.

B. During the duration of the school closures, the following unit members shall not be required to report to a district facility or school site until schools reopen and students return, unless they voluntarily agree to do so:

1. Unit members 65 and older.
2. Unit members with compromised health.
3. Unit members in contact with immunocompromised or family members who are at risk according to the CDC guidelines.

As long as the unit member adheres to Section 3 and 4 above, their compensation (wages and/or sick leave) shall not be deducted.

C. If the unit member classifies themselves as one of the member’s in section 4.B above, it is their responsibility to notify their site administrator(s) by email. Additionally, the unit member is responsible to communicate any change in a timely manner to their site administrator(s) by email. In accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the District shall not require the unit member to disclose any sensitive health information. However, the District retains the right to request a doctor’s note to verify Section 4.B.2 and 4.B.3 above.
D. In the event that the District directs a unit member to report to a district site or other off site location during the work day, the District shall notify unit members by email of the need and reason(s) in writing. During the work week, the District shall provide notice by contacting staff on the preceding work day or before they presence is needed on site. Should the notification be emailed on a Saturday or Sunday, that email will be considered delivered on the first work day, and thus apply for a meeting the second work day.

E. To protect and maintain the unit members’ health and safety, at the location designated in Section 4.D above, the District shall provide safety equipment and/or cleaning supplies, as available (soap, paper towels, hand sanitizer, etc.).

7. Reopening Schools/Returning to District Sites

A. In accordance with the CDC guidelines, and guidance from the state and county, the District will determine when it is safe to return to schools.

B. Upon the State/County/District determination that schools are safe to re-open, the District shall notify unit members by email. During the work week a minimum of a 24-hour notice is required. Should the notification be emailed on a Friday, Saturday, or Sunday an additional 24-hour period per day is required.

C. Unit members shall have a minimum of one day to prepare for the return to the classroom with students.

D. The District shall make efforts to ensure that all unit member work locations are sanitized in accordance with the CDC guidelines before the unit members’ return, including hand soap, paper towels, and to the extent available hand sanitizer.

E. Summer School/Extended School Year: If Summer School or Extended Work Year takes place, the summer school application timeline set forth in Article 33.1.A will be postponed until an agreed upon time.

8. Evaluation

A. Evaluations and related components shall be extended for the 2019-2020 school year for completion no later than June 4, 2020, based on observations done prior to March 17, 2020. Administrators or their designee will file the necessary paperwork and hold
meetings to complete the evaluation process by June 4, 2020. This will include consideration of a future five-year evaluation cycle consistent with Article 14.1.A.3 and Education Code.

B. Parties acknowledge that distance learning during a crisis is a challenging process. All unit members who engage in good faith actions to implement distance learning shall not be subject to any disciplinary action on any lesson planning, implementation, delivery, and or student assessment associated with flexible learning due to the unique circumstances surrounding the crisis. This shall not preclude disciplinary action for non-COVID distance learning related items, such as inappropriate behaviors or communications with students during this time period.

9. Sick Days and Leave

A. It is the intent of the parties that employees that are worried about being sick or caring for a sick loved one as a result of COVID-19 would not need to worry about running out of sick leave.

B. Effective Monday, March 16, 2020, which was the first day of the school closures, for the duration of the MOU, unit members shall not have any of their accumulated sick days deducted as long as the unit member is available to work remotely. Further, if the District deducted any unit member’s accumulated sick days between March 16 and March 20, 2020 during this period for absences due to COVID 19, their sick leave will be restored to their accrual.

C. Unit members who have been exposed to the COVID 19 virus and are required to be quarantined by local public health officials or doctors, who self-quarantine due to recommendations by the local public health official or doctors, while schools are still providing educational services including through the delivery of distance learning, and who are not able to work remotely to complete that work as set forth in Section 3 and 4, may access applicable leave provisions in the collective bargaining agreement, applicable Education Code provisions after accessing any additional paid leave granted by the state or federally government that have been allocated for COVID related purposes for which they qualify, including Families First Coronavirus Response Act.

D. Any unit member on a disability leave, or on leave as a result of worker’s compensation, or other unpaid leave status prior to and continuing through the closure period shall not be amended, but rather will continue as originally approved unless the claim is withdrawn or otherwise disapproved.
10. District Funding

The District and Association will work to identify all funding opportunities and waives necessary with the California Department of Education, State or Federal government in order to mitigate the loss of ADA funding and secure funds necessary to compensate staff during the school closures and implementation of distance learning.

11. Agreement to Negotiate Impacts and Effects of COVID Pandemic and Implementation of Remote Learning

This MOU resolves the negotiable effects of school closures due to the coronavirus (COVID-19). If the State of California or Federal government’s changes in requirements are inconsistent with this MOU, or necessitate adding to or revising this MOU, the parties agree to promptly meet and negotiate. When inconsistent with the current guidance, the parties will negotiate impacts of those changes. The parties understand COVID 19 pandemic is fluid, and mutually agree to review the provisions of the agreement as necessary.

12. Term of Agreement

This emergency agreement shall expire on June 30, 2020 or one week following schools restarting at school sites, but the parties may extend this agreement by mutual written agreement.
The Parties agree that the changes below will become effective upon ratification by the SUHSD Board of Education and SEA respectively.

For the Association:

S. Quitlen
SEA Bargaining Chairperson

John Cox
6 April 2020

Tere Harris
1:17 pm

Lea Hsu
4-6-2020
1:43 pm

Lourdes Renteria
4-6-2020
1:53 pm

Julie Walker, SEA President
4-6-2020 4:56 pm

For the District:

Scott Hendries
Director of Labor Relations
Thomas Glover
Asst. Superintendent of Human Resources
Ana Maria Alvarez
Asst. Superintendent, Teaching & Learning
Jenny Saltiel, CFO
Jennifer Carbuccia, General Counsel

Joe Fulcher - electronic signature
Joe Fulcher,
Asst. Superintendent, Equity Culture & Support

Lian Shoemake
Executive Director