

Memorandum of
Understanding Between the
San Diego County Association of Educators (SDCAE)
and the
San Diego County Office of Education (SDCOE)

Novel Coronavirus (COVID-19) Response March 30, 2020

The San Diego County Office of Education (“County” & “County Office”) and San Diego County Association of Educators (“Association” & “SDCAE”) enter this Memorandum of Understanding (“MOU”) regarding the school closure related to Novel Coronavirus (COVID-19).

In response to the changing landscape presented by the Novel Coronavirus (COVID-19) outbreak, California Governor Gavin Newsom, acting on an emergency basis pursuant to Government Code 8567 and 8571, issued another Executive Order, N-26-20 (“Order”) Friday, March 13, 2020, addressing impacts of school closures.

The Parties recognize:

- there is a need to close schools (“emergency school closure”) through June 30, 2020, or until otherwise notified by the Superintendent, to allow for social distancing
- the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the County Office and its staff
- the importance of prudent measures to prevent County Office employees and students, their families, or other people using County Office facilities from being exposed to or infected with COVID-19
- that care should be taken to identify potential exposure and prevent the spread of COVID-19
- that continuity of County Office operations should be maintained, and provisions should be made for County Office employees who are impacted by COVID-19

The County Office and SDCAE agree as follows:

Compensation and Benefits

1. Bargaining unit members will not suffer a loss of pay or benefits relative to their 2019-20 approved work calendar for the period of school closure or curtailment. Members shall retain the right to modify their calendar with the approval of the program administrator. In addition, bargaining unit members

receiving previously approved stipends shall not suffer a loss of pay of these items during the period of closure.

Evaluations

1. Current collectively bargained timelines for staff evaluations and related components shall be suspended for the remainder of the 2019-2020 school year. The 2019-2020 Evaluation cycle will be considered successfully completed based on LEEP activities and evidence collected prior to the March 13th school closure. Evaluations for 2019-2020 shall be completed by June 30, 2020.
2. The County and SDCAE understand that there are unit members unfamiliar with distance learning. Unit members shall use their best judgement and maintain professionalism at all time. Unit members shall not be subject to discipline for issues related to distance learning.

Leaves

1. No unit member should suffer loss of sick leave or recess days due to COVID-19. The County Office agrees to comply fully with the new Emergency Paid Sick Leave Act and the new Emergency FMLA Leave Expansion Act with regard to employees who are currently on leave status.

Instruction/Distance Learning

The County Office and SDCAE recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the County and its staff. Thus, District and State assessments scheduled for after March 13, 2020 have been suspended.

The CDE has defined “distance learning” as “... instruction in which the student and instructor are in different locations. This 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, tele-courses, 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.” The intervention must be equitable and available to all families/children regardless of the family’s access to technology. Families can receive equitable services virtually, online, or telephonically. As the state and federal guidance recognizes, the way we make distance learning equally accessible may

change over time as we discover and/or develop new methods to provide distance learning.

Defining “*Distance Learning*” - In light of the fact that the District has called for school closures, SDCAE members are certain to be impacted in their professional and personal lives. In an effort to alleviate those impacts, the County Office, in collaboration with SDCAE, agrees to make provisions for certificated staff to enable students to engage in a unique education delivery model (Distance Learning) that will provide teachers an alternative method of delivering instruction that typically does not require unit members to physically report to work and ensures that students are able to continue learning with minimal interruption. There may be occasions where a unit member will need to report to work and may be directed to do so practicing social distancing guidelines.

All Distance Learning delivery models will be collaboratively planned in consultation with program/site administrators and unit members. The parties recognize that there may be a need for the County to implement certain distance learning methods in the interest of equity and to comply with changing state and federal guidelines.

1. Unit members may not be directed or required to report to district sites while the schools are closed to the students, with exceptions to meet program needs. Unit members assigned to Probation-run facilities (East Mesa Juvenile Detention Facility, Kearny Mesa Juvenile Detention Facility, GRF, and Urban Camp) who would like to voluntarily enter their site in order to claim items from their classrooms/work spaces may do so one time during the week of April 6 through April 10. Said members must first contact their administrator and must agree to follow all Probation-prescribed protocols during their time in the facility.
2. The County Office will ensure that unit members are afforded the requisite technological infrastructure and technical support in a timely manner.
3. Two days of relevant professional development will be provided by the County to members prior to the implementation of their adopted Distance Learning models.
4. As it is understood that unit members are working from home and attending to their own children, family, etc. who may be sheltered-in, a spirit of flexibility and cooperation will be honored with unit members’ implementation of distance learning. Distance learning flexibility will be reviewed on a case by case basis between the unit member and program/site administrator.

5. Unit members are expected to be on call during their full 6.75 hour workday and continue to adhere to the expectations of the California Standards for the Teaching Profession (CSTP). Unit members are expected to engage directly with students through distance learning lessons and support activities for 2 hours per day for elementary students and for 3 hours per day for secondary students, understanding that these hours may fluctuate based on the uniqueness of SDCOE students and programs. The remaining hours of the workday can be dedicated to lesson planning, PLC, IEP / IFSP prep, staff meetings, PD, technology training, parent communication, progress monitoring, and other instruction related activities.
6. Unit members shall check their SDCOE email for updates throughout their workday.
7. Distance Learning activities provided to students will include enrichment, engagement and review through a digital platform/Learning Management System (LMS) agreed upon in collaboration/consultation with the program leaders and staff. Where necessary, non-digital assignments may be substituted.
8. Bargaining unit members shall be held harmless as they may use personal (non-SDCOE) devices to hold virtual visits, meetings, IEPs, IFSPs, and transfer (sensitive) information using the staff member's personal phone or tools such as Zoom, or a platform available to the staff member and the families they serve, but may not be compelled to provide their personal phone numbers to families or non-SDCOE agencies.
9. Counselors shall provide virtual appointments to students for academic counseling, monitoring, and guidance from any one of the domains.
10. To the extent feasible, unit members will continue to meet special education timelines and participate in virtual IEP meetings, IFSP meetings, and other legally mandated meetings, including meeting with regional centers and other partners.
11. The County and SDCAE agree to meet regularly to address implementing guidance from the California Department of Education as well as the Federal Department of Education in order to provide Free and Appropriate Public Education (FAPE) for our students with special needs. We acknowledge that there are challenges associated with the COVID-19 emergency that would impair our ability to provide all aspects of FAPE as written in the current student IEP. Special education teachers will work collaboratively with their administrator, and core content teachers via a mutually agreed upon digital platform to accommodate and/or adapt lessons to meet the needs of students' IEPs in a digital learning environment, as well as the option to create paper/pencil

alternatives. They will also ensure that lessons and activities are appropriate as documented in the student's IEP. Individual accommodations will be provided.

- a. Special Education teachers of students with moderate to severe disabilities will provide continuity of learning through a variety of distance learning resources as appropriate so that Special Education students, to the greatest extent possible, have access to the same learning opportunities as those provided to the general education student population.
- b. Related Service Providers (Adapted PE, etc.), will prepare distance learning activities that can be completed at home as appropriate.
- c. Digital options to meet and collaborate on a student's Individualized Education Program (IEP) and Individualized Family Service Plan (IFSP) will be implemented during the closure due to Novel Coronavirus (COVID-19).
- d. Educational agencies are asked to consider practices such as distance instruction, use of digital platforms, online options for data tracking, and documentation. In addition, educational agencies are encouraged to consider the use of low tech strategies that can provide for an exchange of curriculum-based resources, instructional packets (paper & pencil), projects, and written assignments which address students' educational needs.

Miscellaneous/Other Provisions

1. The County shall take all necessary steps to ensure continuation of state funding.
2. The County shall inform SDCAE, as soon as practical, and in compliance with applicable law, should it learn of a confirmed, or likely, COVID-19 infection of District employees, students or community members utilizing district facilities consistent with all applicable state and federal privacy laws and regulations.
3. Unit members shall inform the County Office when they have been exposed to an individual who has tested positive for COVID-19 and shall follow the CDC/Department of Health guidelines to self-quarantine and to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing.
4. The County Office shall provide up-to-date and thorough communication to all unit members during the period of school closure. Such forms of communication shall include, but not be limited to, the following: District webpage, auto-dialers, telephone calls, emails, etc.

5. Upon the State/County/Department of Health determining schools are safe to open, the County shall provide at least 3 work days notice to all unit members to allow for preparation and planning for their return to the classroom with students.

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

This MOU resolves the negotiable effects of school closures due to the Novel Coronavirus (COVID-19) through June 30, 2020. The County and/or Association reserve the right to negotiate any additional impacts and/or additional school closures in the 2019-20 school year.

This MOU shall expire on June 30, 2020 or when both parties agree the health concerns created by the coronavirus (COVID-19) pandemic have passed.

FOR SDCOE

FOR SDCAE



4/01/2020

Chris Reising
Executive Director, Human Resource Services



4/1/2020

Kim Gudeth
Bargaining Co-Chair



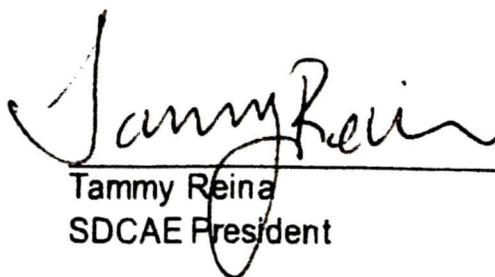
4/01/2020

Dr. Olivier Wong Ah Sun
Asst. Superintendent, Human Resource Services

 04-01-2020

Melissa Swan-Bloom
Bargaining Co-Chair

Date



4/01/2020

Tammy Reina
SDCAE President

Date