

**San Marcos Unified School District  
San Marcos Educators Association**

**Memorandum of Understanding  
March 30, 2020**

This Memorandum of Understanding (“MOU”) is entered into by and between the San Marcos Unified School District (“District”) and the San Marcos Educators Association (“Association”).

The District and Association met in a collaborative manner and developed the terms of this MOU.

**Coronavirus (COVID-19)**

On March 11, 2020, the World Health Organization (WHO) declared the coronavirus (“COVID-19”) a pandemic. As of March 12, 2020, several large-scale public gatherings were canceled or postponed. On March 13, 2020, California Governor Gavin Newsom issued Executive Order N-26-20. Amongst other things, the order provides that even if schools temporarily close due to COVID-19, school districts must continue to provide their regular pay to employees. Superintendent Dr. Carmen Garcia temporarily closed San Marcos Unified (District) schools beginning March 16, 2020, with a projected reopening date of April 13, 2020. The purpose of these closures was to limit the spread of the virus and its impact on the community. To meet the instructional needs of the students going forward, a distance learning environment shall be created and implemented so that students may continue to have a purposeful learning experience.

The parties understand that this situation is unprecedented and fluid; therefore, changes from the Centers for Disease Control and Prevention (CDC), executive orders from the State of California or United States Federal Government, may necessitate additional adjustments moving forward.

The parties agree to the following:

- A. Unit members’ regular compensation and benefits shall not be reduced as a result of the emergency school closures due to the outbreak of COVID-19. All stipends shall continue to be paid in full. This is inclusive of team leader stipends, coaching stipends, and other stipends unit members would normally receive during a period of time that schools remain open. Teachers shall continue to receive the 6/5 pay that had previously been assigned them.
- B. Unit members may have the option to work from home during these emergency school closures, when approved by the District. All unit members 65 and older, and unit members who have a higher risk for serious illness from COVID-19, and any unit member living with a family member who is part of one of those two high-risk groups, shall not be required to report to a worksite during the period of emergency school closures.
- C. The District shall submit a “J-13A Request for Allowance of Attendance Due to Emergency Conditions” waiver to the California Department of Education to mitigate the loss of funding due to lower than normal Average Daily Attendance (“ADA”). If the waiver is denied, or the state requires

students to make up days for the 2019-2020 school year, the parties will negotiate make-up student instructional day(s) up to the number of school closure days.

D. All school offices, classrooms, and common areas will be thoroughly disinfected and cleaned prior to students and staff returning. After the school closures have ended, and with the understanding that there is a shortage of hand sanitizers and other cleaning supply items, the District will at a minimum provide soap for classrooms with sinks and bathrooms, and make available spray bottles with soap for staff use. As hand sanitizer becomes available, the District will make reasonable efforts to provide it in common areas and classrooms. The District will regularly stock sinks in the staff break rooms, bathrooms, cafeterias/kitchens, classrooms, and janitorial closets with soap. In addition to the daily cleaning procedures, the District will clean and sanitize high touch points during the COVID-19 outbreak. In the event of a confirmed COVID-19 infection of a District employee, student, or community member utilizing District facilities, the District will inform the Association and the potentially exposed staff members at that District facility. The District will comply with the Centers for Disease Control (CDC) and Cal-OSHA requirements.

E. In accordance with CDC, State, and County Public Health requirements, the District will determine when it is safe for unit members to return to their work location. The District shall notify unit members by email or phone and provide them at least 24-hours notice to return to their work location. Unit members shall be provided a minimum of one paid, and on-site, workday to prepare for the reopening of District schools to students. During the preparation day, one regular staff meeting may occur for no more than 60 minutes. The remainder of the preparation time shall be performed on-site by the unit member to prepare for the arrival of students.

F. The District will provide appropriate software and differentiated training on Google G Suite, the District's platform. Unit members will participate, based upon their individual need, in virtual differentiated Professional Development for distance learning. Additional platforms may be evaluated for use as long as student privacy issues are addressed. If additional platforms are added, training will be provided by the District.

G. Unit members shall not be required to make up adjunct or committee assignments that were scheduled for the period of emergency school closures. Adjunct duties and District and/or site committee assignments scheduled during the period of emergency school closures are postponed and can be rescheduled, when determined to be necessary by the District. These duties can be performed on a virtual basis, when deemed appropriate by the District.

H. Effective March 16, 2020, and for the duration of this MOU, unit members shall not have any accrued Sick Leave deducted as long as the unit member performs their assigned duties. This does not apply to worker's compensation or disability leaves of absence. Any unit member on disability leave, or on leave as a result of a worker's compensation claim, prior to and continuing through the period of school closures, shall not have that leave amended, but rather will continue as originally approved unless the claim is withdrawn. In accordance with the Families First Coronavirus Response Act, when a unit member is subject to a Federal, State, or local quarantine or isolation order related to COVID-19, has been advised by a health care provider to self-quarantine related to COVID-19, is experiencing COVID-19 symptoms and is seeking a medical diagnosis, is caring for an individual subject to an order or self-quarantine as described above, is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons, is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services, up to 80 hours of paid leave, which shall not be deducted from the unit member's sick, personal, or

extended illness leave. If a unit member is directed to be absent from his/her work location by order of any local, state, or federal agency that possesses proper jurisdictional authority, including the District, the employee may request a leave and continue to receive his/her compensation and benefits in accordance with the terms of the Master Contract. Effective March 27, 2020, and for the term of this MOU, no unit member will have his/her Sick Leave deducted if his/her work location is closed for health and safety reasons and the unit member is otherwise available to perform his/her duties.

I. A unit member providing care for children and/or adults in their home may be excused from reporting to their work location during the period of emergency school closures, subject to approval by the District. The District shall not deny such a request unless no other employee can perform the duties of the employee being directed to return. However, individuals who have had these requests approved shall continue to perform their duties on a remote basis. An employee providing care for his/her child whose place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons may choose to request a Leave of Absence rather than physically return to work and shall be entitled to paid leave in accordance with the Families First Coronavirus Response Act.

J. In the event a unit member lives in an area where internet access cannot be made reliable, he/she will identify alternate means to provide distance learning and high-quality educational opportunities for students to the greatest extent possible and in collaboration with Site Administrators. The District will make a reasonable effort to provide the necessary support to these individuals to assist them in performing their work duties.

K. The District will suspend the Evaluation process for unit members providing distance learning opportunities for their students and will take into consideration their changed working circumstances when/if disciplinary action is being considered. Disciplinary action shall only be implemented by the District when it concludes that serious acts or omissions have occurred with a staff member. Staff members shall not be disciplined for the inappropriate behavior of their students, outside of the unit member's control, while providing distance learning. Staff members shall not be disciplined for inappropriate behavior of children and/or member(s) of their own household while they are engaged in Distance Learning.

L. Subject to state and federal requirements, the period of emergency school closures shall not prevent unit members from continuing to further progress in their employment status or on the District's Certificated Salary Schedule.

M. The deadline for unit members to submit a voluntary transfer request shall be extended to May 1, 2020, and all transfer opportunities shall be posted on the District website and updated on a weekly basis from May 1st through June 30th. Unit members shall receive an informal interview, if a vacancy exists, for each requested transfer made prior to May 1st. These informal interviews may be conducted in an online format. Any unit member applying for a vacancy that did not request a transfer by May 1st shall be interviewed in the regular candidate pool.

Although unit members have personal obligations or unique circumstances, each unit member will have a set daily schedule of working at home with the expectation to consistently make available to students, to the greatest extent possible, delivery of high-quality instruction for a minimum of 10 hours per week. This could include a combination of face-to-face student interactions, videotaped lessons, videos, independent work, direct instruction, small group activities/instruction, online activities, and shared department/grade level determined activities. In addition to the delivery of high-quality instruction, certificated staff will set office hours to support students. Certificated staff will also

participate in planning, collaboration and professional development. See the attached SMUSD Distance Learning Framework.

**Elementary Distance Learning Guidelines:**

1. The coursework provided to students shall have the intention of promoting continuity of learning while students are not in school. This will include a combination of exposure to new grade level content, enrichment, practice, and intervention. The teacher is encouraged to use the District pacing guide as a framework to provide a guaranteed and viable curriculum, to the greatest extent possible.
2. Students will be held harmless, and will not receive a lesser grade than their grade as of March 13, 2020, as a result of engaging in distance learning during the period of emergency school closures. Students will, however, be able to earn a higher grade as a result of engaging in distance learning and will be informed by the District/Site Administrators regarding the process of accomplishing this. Teachers can provide clarification regarding grading procedures in accordance with this policy.
3. The parties recognize distance learning as a model that will require flexibility in scheduling outside of the 10 hours of instruction. In most cases, employees will complete their distance learning responsibilities during the hours as defined in Article IX of the Master Contract, to the greatest extent possible. The parties also agree that, at times, and based upon each individual's circumstance, employees will need to complete their office hours using a flexible schedule. Employees shall not be disciplined if extenuating circumstances beyond their control (e.g., a child in their home requires emergency attention) disrupt their delivery of the 10 hours of instruction. Instruction will resume as soon as it is practical.
4. General Education and Special Education teachers will discuss and implement accommodations to the greatest extent possible, to meet the needs of their students with IEPs.
5. Teachers in Collab/Inclusion Classes (General and Special Education Teachers) will work collaboratively, to the greatest extent possible, to accommodate and/or adapt lessons to meet the needs of students' IEPs and core content.
  - a. Related service providers will prepare distance learning activities, to the greatest extent possible, that can be completed at home, as appropriate.
  - b. Teachers and service providers of students with disabilities will make a concerted effort to communicate with students and parents/guardians, as appropriate.
  - c. Teachers, both General Education and Special Education teachers will have the opportunity to collaborate on a student's IEP, individualization, accommodations, and lessons provided.
6. Teachers will continue to support the needs of English Learners.

**Secondary Distance Learning Guidelines:**

1. The coursework provided to students shall have the intention of promoting continuity of learning while students are not in school. This will include a combination of exposure to new grade level content, enrichment, practice, and intervention. The teacher is encouraged to use the District pacing guide as a framework to provide a guaranteed and viable curriculum, to the greatest extent possible.
2. Students will be held harmless, and will not receive a lesser grade than their grade as of March

13, 2020, as a result of engaging in distance learning during the period of emergency school closures. Students will, however, be able to earn a higher grade as a result of engaging in distance learning and will be informed by the District/Site Administrators regarding the process of accomplishing this. Teachers can provide clarification regarding grading procedures in accordance with this policy.

3. The parties recognize distance learning as a model that will require flexibility in scheduling outside of the 10 hours of instruction. In most cases, employees will complete their distance learning responsibilities during the hours as defined in Article IX of the Master Contract, to the greatest extent possible. The parties also agree that, at times, and based upon each individual's circumstance, employees will need to complete their office hours using a flexible schedule. Employees shall not be disciplined if extenuating circumstances beyond their control (e.g., a child in their home requires emergency attention) disrupt their delivery of the 10 hours of instruction. Instruction will resume as soon as it is practical.

4. General Education and Special Education teachers will discuss and implement accommodations to the greatest extent possible, to meet the needs of their students with IEPs.

5. Teachers in Collab/Inclusion Classes (General and Special Education Teachers) will work collaboratively, to the greatest extent possible, to accommodate and/or adapt lessons to meet the needs of students' IEPs and core content.

- a. Related service providers will prepare distance learning activities, to the greatest extent possible, that can be completed at home, as appropriate.
- b. Teachers and service providers of students with disabilities will make a concerted effort to communicate with students and parents/guardians, as appropriate.
- c. Teachers, both General Education and Special Education teachers will have the opportunity to collaborate on a student's IEP, individualization, accommodations, and lessons provided.

6. Teachers in a Collab Class for English Learners will, to the greatest extent possible, work collaboratively to accommodate and/or adapt lessons to meet the needs of students.

#### **Roles for Other Certificated Staff:**

Additional Certificated staff shall continue to collaborate with peers and site/district administrators to determine and implement plans that address student needs on an ongoing basis. These team members include: Counselors, Social Workers, Elementary Music, Elementary Physical Education, Teachers on Special Assignment, English Learner Coordinators, Speech and Language Pathologists, School Psychologists, and other Related Services.

It is the intent of both parties to collaboratively determine how to best transition to a distance learning model during the term of this MOU. The parties agree to meet and confer no later than April 29, 2020 to evaluate the effectiveness of the current distance learning plan and seek to negotiate any changes either party may deem necessary. Therefore, the parties will continue to consult as needed and each reserves the right to negotiate any additional impacts of emergency school closures during the 2019-2020 school year.

This MOU shall remain in full force and effect through June 30, 2020, unless the District determines to reopen its schools at an earlier date. After June 30, 2020, this MOU will cease to have any force or effect absent an express written agreement between the Parties to the contrary. This MOU is non-precedential, will not bind the parties to any future action under similar conditions, and is not evidence



## SMUSD Distance Learning Framework

The coherent framework overview includes all teachers engaged in “class instruction” for 10 hours per week over four days. The fifth day is dedicated to teacher preparation, collaboration, planning, professional development, and virtual meeting(s) with Administration. The remaining time will include office hours allowing for additional student support, check-in, student feedback, and individualized assistance for Students with Disabilities and English Learners, among others.

- Elementary Teachers engage in ‘class instruction’ for 90 minutes of ELA/ELD and 60 minutes of Math instruction Tuesday through Friday. Class instruction includes a combination of face to face, video-taped lessons, independent work, direct instruction, small group instruction, etc. Teachers will use the time outside of the hours of “class instruction” to hold office hours dedicated to more targeted student support including Students with Disabilities and English Learners, etc.
- Middle/High School Teachers engage in ‘class instruction’ Tuesday-Friday (see below schedule) with instruction to include a combination of face to face, video-taped lessons, independent work, direct instruction, small group instruction, etc. Teachers will use the time outside of the hours of “class instruction” to hold office hours dedicated to more targeted student support including Students with Disabilities and English Learners, etc.

It's important to note that General Education Teachers, Special Education Teachers and Teams (Grade Level, Leadership, etc.), along with Administrators, will work collaboratively to plan and determine the best way to deliver high-quality educational opportunities to all students within the set hours of ‘class instruction’ included in the framework. As noted above, these include face to face, video- taped lessons, independent work, among others.

The tables below denote the weekly distance learning overview.

- Instruction
- Teacher support/student check-in/feedback.
- Teacher PD/Admin Check-ins/Preparation of material
- Students works independently with teacher support as needed

Elementary School	Monday	Tuesday	Wednesday	Thursday	Friday
8:30pm – 10:00 am	Teacher PD and planning Principal virtual meeting.	ELA/ELD Block	ELA/ELD Block	ELA/ELD Block	ELA/ELD Block
Break		Break	Break	Break	Break
10:30am to 11:30am		MATH Block	MATH Block	MATH Block	MATH Block
<b>Office Hours/ Student Support</b>	Students continue to work on activities provided by teacher during the week.	Teacher dedicated time for student support, check-in, and student feedback. Individualized support for Students with Disabilities/EL Students, among others.	Teacher dedicated time for student support, check-in, and student feedback. Individualized support for Students with Disabilities/EL Students, among others.	Teacher dedicated time for student support, check-in, and student feedback. Individualized support for Students with Disabilities/EL Students, among others.	Teacher dedicated time for student support, check-in, and student feedback. Individualized support for Students with Disabilities/EL Students, among others.

\*prep period taken as usual

Middle/ High School	Monday	Tuesday	Wednesday	Thursday	Friday
7:30 to 8:30am			Period 0		Period 0
8:30am to 9:30am	Teacher PD and planning Principal virtual meeting.	Period 1	Period 4	Period 1	Period 4
9:30am to 10:30am		Period 2	Period 5	Period 2	Period 5
10:30am to 11:30am		Period 3	Period 6	Period 3	Period 6
11:30am to 12:30pm	Students continue to work on activities provided by teacher during the week.	Period 7	Teacher dedicated time for student support, check- in, and student feedback. Individualized support for Students with Disabilities/EL Students, etc.	Period 7	Teacher dedicated time for student support, check- in, and student feedback. Individualized support for Students with Disabilities/EL Students, etc.
Office Hours/ Student Support		Teacher dedicated time for student support, check- in, and student feedback. Individualized support for Students with Disabilities/EL Students, etc.		Teacher dedicated time for student support, check- in, and student feedback. Individualized support for Students with Disabilities/EL Students, etc.	