

San Marcos Unified School District

San Marcos Educators Association

Memorandum of Understanding August 31, 2020 (Proposal #4)

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 regarding the issues related to the coronavirus ("COVID-19") and the opening of schools for the 2020-2021 school year.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families, while also providing equitable access to education for students.

The Parties acknowledge that staff and students may need to self-quarantine, become quarantined, and/or the District may need to close a learning cohort or close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year. Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Master Contract between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Master Contract not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act ("EERA") California Government Codes 3540 et seq. apply and remain in effect.

The scope of this MOU is limited to the impacts and effects of reopening schools in a remote learning environment during the 2020-2021 school year due to the COVID-19 pandemic. The parties acknowledge that more issues, known and unknown at this time, may remain to be addressed regarding the safety of students and staff as schools reopen in a remote learning environment. The parties agree to separately bargain in good faith over the impacts and effects of physically reopening schools during the COVID-19 pandemic during the 2020-2021 school year.

The District's educational plan includes ensuring one year of academic growth, acceleration and remediation. Unit members providing online instruction shall provide daily live interaction for the purposes of instruction, progress monitoring, and maintaining school connectedness. Unit members will follow the attached daily school schedules. Unit members shall deliver daily live instruction via video conferencing in accordance with SB 98, to the greatest extent possible. The parties understand that this situation is unprecedented and fluid; therefore, changes from the Centers for Disease Control and Prevention (CDC), California Department of Public Health

(CDPH), executive orders from the State of California, and advice from local public health officials may necessitate additional adjustments moving forward.

In no event shall the District physically reopen schools in violation of any county, state, or federal guidance. At the September 15, 2020 Board Meeting, Governing Board guidance will be provided; we do not anticipate returning to in-person instruction prior to October 5, 2020. Prior to resuming in-person instruction at school sites, the District shall develop a comprehensive safety plan for students and staff. The Association retains the right to bargain the impacts and effects of teaching during COVID, including safety. The District will monitor the situation throughout the Fall to determine if it will be possible to return to in-person instruction.

Definitions:

Remote Learning/Instruction: The instructional model in which teachers will teach remotely with the premise to return to onsite instruction when deemed safe by the District and based upon county, state, or federal guidance.

LEVS: The instructional model in which teachers will provide remote instruction for the entire 2020-2021 school year.

The parties agree to the following:

- A. Unit members' regular compensation and benefits shall not be reduced as a result of the implementation of a LEVS and Remote Learning environment. Stipends and co-curricular activities shall only be paid if services are provided. If no services are provided no stipends shall be provided. If a season is begun, but only up to 50% of the duties are completed, then 50% of the stipend shall be provided. If 51% of the duties are completed then the entire stipend shall be provided. The amount of athletic related stipends shall be determined by the CIF Master Calendar. For athletic stipends not covered by the CIF Master Calendar or for non-athletic stipends, the District shall follow the 2020-2021 secondary academic calendar in determining the compensation noted above. If there are unique circumstances regarding 2020-2021 stipends and co-curricular activities, the District and Association agree to discuss the issue to determine an equitable arrangement within the intent of the parameters stated above. Subject to state and federal requirements, the period of Remote Learning/Instruction shall not prevent unit members from continuing to further progress in their employment status or on the District's Certificated Salary Schedule.

- B. Under the remote learning model, unit members may access and work from their classroom/office worksite during regular school hours when approved by site administration. In the event a unit member reports to a District worksite, he/she shall be responsible for following state, county, and local public health recommendations, as well as District protocols. Except when working independently in their classroom/office, while on district premises, unit members shall maintain six feet physical distance between themselves and other individuals and be required to wear a face covering according to most recent guidelines and District protocols, unless exempt by an order of the San Diego County Health & Human Services Agency.

All unit members may have the option to work from home or from their classroom where they can utilize District resources including the District's network and other books, materials, and supplies to engage in remote learning environment, if they have confirmed with site administration it is appropriate to enter the work site(s) following our District standards.

- C. The District will provide appropriate software and differentiated training on Google G Suite, Zoom and Seesaw. Unit members may participate in the differentiated Professional Development for the remote learning environment. 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.
 - a. Unit members who have a concern with their work equipment will contact site administration for assistance and shall not be liable for damage to District equipment checked out for off-site use, unless the damage to District equipment was due to employee carelessness or lack of oversight.
 - b. Unit members shall follow site and District procedures and coordinate with their site administrator to check out all approved equipment and any other software or training required to perform their assignment remotely. Unit members may use the IT Help Desk for support. In-home IT support services will not be provided.
 - c. In coordination with their site administrator, unit members shall be given the opportunity to retrieve supplies and/or equipment from their classroom/workspace to help facilitate remote learning.

- D. Adjunct duties and District and/or site committee assignments scheduled during the period of Remote Instruction may continue when determined to be necessary by the District and the balance of duties shall be equitably distributed. These duties shall be performed on a virtual basis.

- E. 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. 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. 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.

F. Self-Care:

A unit member may 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.
- (4) The District will pay a unit member's full salary regardless of per diem pay limits in the FFCRA*, for as long as the FFCRA (or subsequent legislation) is in effect.

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.

*Families First Coronavirus Relief Act (FFCRA expires Dec. 31, 2020)

G. In the event a unit member lives in an area where internet access cannot be made reliable, he/she can choose to teach from his/her classroom or identify alternate means to provide remote learning environment and high-quality educational opportunities for students, or request a leave consistent with the terms of the Master Contract.

H. The District will resume the Evaluation process for unit members and will take into consideration the changed working circumstances when/if disciplinary action is being considered. The District will follow all timelines according to the Master Contract.

For the duration of the 2020-2021 school year, evaluations will be amended as follows:

- Any administrator who is evaluating bargaining unit members will be trained on how to evaluate in an on-line instruction model before that administrator can begin the formal evaluation process.
- Formal evaluations for all other bargaining unit members may begin no sooner than September 21, 2020.

- Staff members shall not be disciplined for the inappropriate behavior of their students or members of their own household, outside of the unit member's control, while providing remote instruction.
- I. Site/District administrators shall retain access to virtual classrooms like they would in a traditional school setting and attend virtual meetings (PLCs, etc) at any time.
 - J. Certificated staff across the district will collaborate to ensure compliance with state laws that require:
 - a. Grade level standards that provide a level of quality and intellectual challenge substantially equivalent to in-person instruction.
 - b. Academic and other supports 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.
 - c. 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 an education program can be executed in a Remote learning-environment.
 - d. Teachers in Collab/Inclusion Classes (General and Special Education Teachers) will work collaboratively to accommodate and/or adapt lessons to meet the needs of students' IEPs and core content.
 - e. Teachers and service providers of students with disabilities will make a concerted effort to communicate with students and parents/guardians, as appropriate.
 - f. Designated and Integrated instruction in English Language Development pursuant to § 11300 of Title 5 of the California Code of Regulations for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning.
 - g. Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness.
 - K. Teachers will take attendance daily based on a manner consistent with how student attendance is taken during a regular school day.
 - L. Pending additional guidance from CDE and in accordance with SB 98 (and any subsequent legislation), weekly engagement, tiered reengagement, and academic supports shall be documented per student, without increasing teacher workload.

- M. Students' work will be graded and report cards/progress reports will be completed in alignment with past practice for when grading windows are scheduled throughout the student instructional year.
- N. Certificated staff will continue to teach aligned with whatever program students are enrolled in, which supports more variety in student learning (e.g., AP, IB, Special Education supports, EL supports, AVID, etc.).
- O. Article IX Section H Subsection 1 shall not be amended. The application to the remote learning model will be implemented in the following manner.
- Middle School shall receive the afternoon prep and one additional prep period every other quarter in alignment with the 3x3 model (yearlong). Middle School Ed Specialists shall receive six total release days, to be used at the discretion of the unit member, during the year to align the consult minutes.
 - High School will receive a prep and one additional consult period every term in alignment with the 4x4 model.
 - Every effort shall be made to schedule IEP's during the contract day. In the event an IEP is not scheduled during the contract day the unit member shall be compensated at the hourly rate.
- P. Article X Section 7 Subsection F shall not be amended. The application to the remote learning model will be implemented in the following manner.
- Middle School shall receive the afternoon prep and one additional prep period every other quarter in alignment with the 3x3 model (yearlong). Middle School team leaders who qualify for the AA stipend, and choose the additional prep period, shall receive six total release days, to be used at the discretion of the unit member, during the year to align the prep minutes.
 - High School team leaders who qualify for the AA stipend and choose the additional prep period shall receive a prep and one additional prep period in a term in alignment with the 4x4 model. In the other term where the additional prep is not received, the high school team leader will receive six total release days, to be used at the discretion of the unit member.
- Q. The parties affirm that nothing in this agreement alters the rate of pay contained in Article X Section 7 Subsection N. The application to the 2020-2021 school year will be implemented in the following manner:
- A grade 6-12 teacher who is assigned one or more eighty (80) minute teaching periods in addition to those scheduled in the standard seven and one-half hour workday shall be paid at the daily rate of 30% of the unit member's per diem

placement on the Certificated Salary Schedule in effect at the time for such extra period.

- A grade 6-12 teacher who is assigned one or more sixty (60) minute teaching periods in addition to those scheduled in the standard seven and one-half hour workday shall be paid at the daily rate of 23% of the unit member's per diem placement on the Certificated Salary Schedule in effect at the time for such extra period.

Daily Schedules:

During the period of Remote learning/Instruction, the work day for Certificated employees shall continue to be defined as the number of hours described in Article IX of the Master Contract.

Elementary:

- Mondays will be a shortened academic day to allow for teacher prep, Professional Development, IEP's, staff meetings, and PLC.
 - Tuesday through Friday, teachers will provide a minimum number of live face to face minutes in each subject area. Teachers will use the remainder of the time in each block for synchronous/asynchronous teaching.
- IEP's will be conducted consistent with past practice (substitutes may be provided) and shall not be scheduled exclusively during daily teacher preparation time.

Daily Elementary School Schedule

Monday Schedule	
8:15 – 8:30	Teacher Prep
8:30 – 8:45	Morning Meeting SEL & Community Building
8:45 – 10:10	ELA: 30 minutes (Live) Math: 30 minutes (Live)
10:10 – 3:45	PLC / Grade Level Planning Staff Meetings / Professional Development Student Reengagement (emails, phone calls, conferencing) IEPs * Teacher Prep Time Lunch (30 minutes)

Tuesday - Friday Schedule	
8:15 – 8:30	Teacher Prep
8:30 – 8:45	Morning Meeting SEL & Community Building 15 minutes Live (minimum)
90 Minutes	ELA 60 Minutes Live (minimum): whole group, small group 30 Minutes: independent practice / small group practice (skills & concepts)
15 minutes	Break
60 Minutes	Math 35 Minutes Live (minimum): whole group, small group 25 Minutes: independent practice / small group practice (skills & concepts)
45 Minutes	Lunch
30 Minutes	ELD / Intervention / Enrichment 30 Minutes Live
30 Minutes	Independent Practice / Student Support 30 Minutes Live / Independent Work (small group; 1:1, independent)
30 Minutes	Science (Mystery Science) 30 Minutes Live / Independent (based on lesson)
60 Minutes	Specials Rotations 30 Minutes Live / Demand (based on site)
2:45	Student Dismissal
2:45 – 3:45	Teacher Prep / Team Collaboration / IEPs *

* IEPs will be conducted consistent with past practice (substitutes may be provided).

Secondary:

- Mondays will be a shortened academic day to allow for teacher prep, Professional Development, IEP's, staff meetings, and PLC.
- Tuesday through Friday, teachers will provide a minimum number of live face to face minutes. Teachers will use the remainder of the time in each block for synchronous/asynchronous teaching.
- All of secondary comprehensive schools will follow the same semester/term calendar.
- IEP's will be conducted consistent with past practice (substitutes may be provided) and shall not be scheduled exclusively during daily teacher preparation time.

Daily Middle School Schedule

Monday Schedule	
8:15 – 8:30	Teacher Prep
8:30 – 9:00	1st Period 30 Minutes (Live)
9:00 – 9:10	Passing
9:10 – 9:40	2nd Period 30 Minutes (Live)
9:40 – 9:50	Passing
9:50 – 10:20	3rd Period 30 Minutes (Live)
10:20 – 10:30	Passing
10:30 – 11:00	Teacher Prep
11:00 – 11:30	Lunch
11:30 – 11:35	Passing
11:35 – 1:15	PLC (Staff / Team Meetings)
1:15 – 3:45	Teacher Prep

Tuesday - Friday Schedule	
8:15 – 8:30	Teacher Prep
8:30 – 9:50	1st Period 50 Minutes Live (minimum): whole group / small group 30 Minutes: independent / small group practice
9:15 – 10:00	Passing
10:00 – 11:20	2nd Period 50 Minutes Live (minimum): whole group / small group 30 Minutes: independent / small group practice
11:20 – 11:30	Passing
11:30 – 12:00	Advisory (30 minutes of combo)
12:00 – 12:10	Passing
12:10 – 12:40	Lunch
12:40 – 12:50	Passing
12:50 – 2:10	3rd Period 50 Minutes Live (minimum): whole group / small group 30 Minutes: independent / small group practice
2:10 – 2:20	Passing
2:20 – 3:45	Teacher Common Prep

Daily High School Schedule

Monday Schedule	
7:50 – 8:20	0 / 7th Period 30 Minutes (Live)
8:20 – 8:30	Passing
8:30 – 9:00	1st Period 30 Minutes (Live)
9:00 – 9:10	Passing
9:10 – 9:40	2nd Period 30 Minutes (Live)
9:40 – 9:50	Passing
9:50 – 10:20	3rd Period 30 Minutes (Live)
10:20 – 10:30	Passing
10:30 – 11:00	4th Period 30 Minutes (Live)
11:00 – 11:30	Lunch
11:30 – 11:35	Passing
11:35 – 1:15	PLC (Staff / Team Meetings)
1:15 – 3:45	Teacher Prep

Tuesday - Friday Schedule	
7:00 – 8:20	0 Period 50 Minutes Live (minimum): whole group / small group 30 Minutes: independent / small group practice
8:20 – 8:30	Passing
8:30 – 9:50	1st Period 50 Minutes Live (minimum): whole group / small group 30 Minutes: independent / small group practice
9:50 – 10:00	Passing
10:00 – 11:20	2nd Period 50 Minutes Live (minimum): whole group / small group 30 Minutes: independent / small group practice
11:20 – 11:30	Passing
11:30 – 12:00	Advisory (30 minutes of combo)
12:00 – 12:10	Passing
12:10 – 12:40	Lunch
12:40 – 12:50	Passing
12:50 – 2:10	3rd Period 50 Minutes Live (minimum): whole group / small group 30 Minutes: independent / small group practice
2:10 – 2:20	Passing
2:20 – 3:40	4th Period 50 Minutes Live (minimum): whole group / small group 30 Minutes: independent / small group practice
3:40 – 3:50	Passing

3:50 – 4:50	<p style="text-align: center;">7th Period</p> <p style="text-align: center;">35 Minutes Live (minimum): whole group / small group 25 Minutes: independent / small group practice</p>
-------------	--

