



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

**Memorandum of Understanding
COVID-19 and the Reopening of Schools for the 2020-2021 School Year
October 13, 2020**

The San Marcos Unified School District (“District”) and the San Marcos Educators’ Association (“Association”), hereafter, the “Parties,” enter into this Memorandum of Understanding (“MOU”) regarding COVID-19 and the reopening of schools for the 2020-2021 school year.

The Parties recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. The Parties recognize the importance of prudent measures aimed to prevent District employees, students, their families, or other people using District facilities from being exposed to, or infected with, COVID-19. The Parties agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.

The Parties also recognize that efforts to contain the spread of the COVID-19 virus by local, State and Federal authorities are ongoing, and evolving. This Agreement reflects the Parties’ understanding of recommendations, directives, and mandates issued by Federal, State, and local authorities to date, and that upon further recommendations, directives, and mandates issued by Federal, State, and local authorities impacting this MOU, the Parties will endeavor to renegotiate the terms of this MOU in good faith, with the aim of assisting in containing the ongoing pandemic while continuing to provide essential services to our students required by Federal and State law.

All components of the current Master Contract between the District and the Association shall remain in full force and effect. 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. 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. Nothing in this MOU is intended to waive or diminish the management rights of the District or the rights of the Association provided to them under the EERA and the Master Contract.

School Reopening Plans

For a safe return to physical schooling, science will drive decision making. On August 9, 2020, a scientific panel of nine UCSD experts in various fields of expertise related to the COVID-19 pandemic released a report including recommendations made in the field of school health specific to school reopening, disease mitigation strategies, and school closure. On August 28, 2020, Governor Newsom and the State of California released a Blueprint for a Safer Economy. This tiered framework outlines a stringent and slow reopening pace statewide. The tiers are defined by the number of cases per 100,000 residents per day and the percentage of new positive tests reported in each county. These tiers are designated by the colors of Purple, Red, Orange, and Yellow. Both the San Diego County Public Health guidelines and timeline for schools reopening as well as the UCSD expert panel information for school reopening support a stringent and slow phased reopening plan for safe in person student learning. In like manner, reopening campuses for in person learning in SMUSD will occur in a stringent and slow phased approach based upon public health data.

Purple Phase: While the County of San Diego is in Purple, and schools have not yet opened, SMUSD students will be in Remote Learning. All unit members may choose to continue to provide remote learning virtually on campus or in an alternate location. While in the purple phase, all terms and conditions of the August 31, 2020 Remote Learning MOU shall apply.

Red Phase: While the County of San Diego is in Red, SMUSD elementary students will begin the Phased In approach while also continuing Remote Learning. All unit members may choose to continue to provide Remote Learning virtually on campus or in an alternate location.

Orange Phase: While the County of San Diego is in Orange, all elementary SMUSD students who selected the Return to Onsite Instruction and all staff, who have not received accommodations, shall return to in person learning on campus following their respective hybrid instructional model.

Yellow Phase: While the County of San Diego is in Yellow, all SMUSD students and all staff who chose the return to onsite instruction will return to in person learning and on

campus in person learning for all classes by all teachers Monday through Friday following the Five Day Teaching and Learning Model that was in effect pre-COVID-19.

Elementary Phase In/Soft Launch

- Phase I: Remote instruction to start the 2020-2021 school year.
- Phase II: September 28-October 16. Train all site based employees on safety protocols; small volunteer cohorts to support remote instruction; communicate with parents of students who will be on campus for Phase III.
- Phase III: October 19. Phase in the following groups of students (based on site context): TK/K/1, SPED Pre-School, Moderate/Severe, BASE and SEAS. Train all site based employees for transition to Phase IV.
- Phase IV: Phase in grade levels 2-3 no sooner than November 2 and grade levels 4-5 no sooner than November 9.
- Phase V: Return to full day/every day (traditional) instruction, only when permitted by CDPH and local public health officials.

Middle/High School Phase In

- Phase I: Remote instruction for the 1st semester; small voluntary cohorts to support remote instruction and student social emotional needs; Moderate/Severe, BASE and SEAS students shall begin physically attending school no sooner than October 26th.
- Phase II: On campus A/B hybrid/remote instructional model beginning for 2nd semester. Students attend on A/B hybrid schedule 2-days a week on campus. All secondary comprehensive schools will follow the same semester/term calendar.

The Parties agree to engage in ongoing collaboration and conversations throughout the 2020-2021 school year to address the evolving requirements and recommendations of CDPH and local public health officials.

Childcare

Unit members will have the opportunity to bring their own school aged children (TK-5th Grade) to a District facility that provides a Kids On Campus (KOC) program on days when their children are learning virtually. The District will provide an area for these students to be able to work remotely with supervision. Interested unit members shall receive priority registration to enroll in these programs and shall be responsible to provide payment in order to receive these services. These programs shall only be provided by the District when legally authorized to offer these services and if enough unit members enroll to make offering the program financially viable.

Preparation Time

The District will provide 3 teacher preparation days before students return to campuses. The first 3.5 hours of the first day shall be designated as Professional Development time to be determined solely by the District. The remainder of that first day and the next 2 of those teacher preparation days shall be designated time to be used solely at the discretion of the teacher in order to prepare for live onsite instruction. The unit member will provide asynchronous learning for students similar to the amount of time a student would spend completing assignments on the Monday schedule. Classroom teachers will provide pre-recorded or live instruction, at an amount of time determined by the teacher, detailing the assignments the students are to complete over the course of the three preparation days.

Adherence To Health Guidance

The District shall adhere to the COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), California Department of Industrial Relations Division of Occupational Safety and Health (“Cal-OSHA”), and the San Diego Health and Human Services Agency (“County Health”).

Personal Protective Equipment (“PPE”)

The District shall make PPE available to unit members when required to report to school sites. Unit members shall be responsible for bringing their District-provided PPE when they report to a school site. The District will provide replacement PPE for non-durable PPE items, when necessary. In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District. Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE. Members shall not be negatively affected or suffer a loss of pay due to the District’s failure to provide sufficient PPE.

Face Covering Requirements/Masks

The District shall require the use of facial coverings (“masks”) in accordance with Federal, State, and local guidelines currently in effect. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt). Face coverings are required to be worn properly (covering mouth and nose) at all times by all individuals on a school campus indoors or outdoors. This applies to all staff, all students, all administrators, and any visitors on campus over two years of age.

Face coverings shall not be required for students or staff if there is a medical or behavioral condition verified in writing from a medical professional. Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus. N95 respirators or face shields shall be provided to unit members when necessary for the safe completion of their duties. Unit members performing duties requiring frequent daily workplace interpersonal contacts may request a District provided N95 respirator due to professional or personal health concerns.

When N95 respirators are utilized by unit members, all Cal-OSHA requirements shall be met, which are currently the following:

- These District facilities shall have a written respiratory program and a designated program administrator.
- Each unit member who will use a respirator must receive prior medical clearance by a licensed health care provider.
- Each unit member who will use a respirator must receive basic training on how to properly use, store, and care for the respirator(s).
- Each unit member must be properly fitted (fit tested) in advance for the respirator that he/she will be using.

Hand Washing Requirements

The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19. All individuals shall be required to use hand sanitizer (per CDE guidelines) and/or wash hands upon entering District sites and every time a classroom or shared workspace is entered. The District shall provide every classroom with hand sanitizer and every classroom with a sink shall also be provided with soap. Non-classroom workspaces and common spaces, including major ingress and egress points, shall be provided hand sanitizer. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as soon as practicable upon notification and prior to the beginning of each day that staff or students are on campus.

Protective Shields

Unit members not working in classrooms, but who interact with the public on a frequent basis, may have a plexiglass or similar barrier between their workstation and the public. Alternatively, the District may provide face shields for these unit members, when appropriate.

Social Distancing

District facilities shall be measured and marked to maintain social distancing requirements prior to the start of in-person learning, as required by County Health. Time spent in close proximity shall be minimized to the extent possible and no unit member shall be directed to violate the current county and state recommendations, guidelines, and mandates for social distancing except to prevent imminent bodily or physical harm from occurring.

The District shall adhere to the current county and state recommendations, guidelines, and mandates for social distancing. The District shall ensure minimum physical distancing of six (6) feet between all student workspaces, between all educator and student workspaces, and between all employee workspaces. The District shall calculate the maximum capacity of all workspaces while maintaining physical distance requirements. The capacity for each classroom space shall be posted prior to the start of in-person learning.

Movement on Campus and Ingress and Egress

The District will implement social distancing guidelines related to directional pathways on campus. These pathways shall be clearly marked to indicate the direction of travel and the six (6) feet of physical distance spacing requirements. School sites shall identify multiple access points to be used for student and parent ingress and egress before and after school, whenever possible. Where possible, staff, students, and parents will be assigned an ingress and egress point for use when coming to school for in-person learning. Unit members may be assigned to monitor ingress and egress of students on an equitable basis. School sites may designate staggered start and end times, but any staggered start or end times shall not create longer or shorter work days for unit members.

Lunch, Breaks, and Supervision

To the greatest extent possible, physical distancing of six (6) feet shall be maintained between students, between staff and students, and between all staff during their lunch period(s). Staff lounge capacity, while maintaining physical distancing requirements, shall be determined and posted on all entrances to the staff lounge. If the District requires students to stay in class for lunch, the District shall compensate unit members for the loss of their duty-free lunch at the unit member's hourly rate of pay (when those unit members are supervising students on these occasions).

The District shall create plans and schedules that provide recess and break times for both students and unit members and they shall be staggered to minimize the number of different people with whom staff and students interact. Unit members shall be assigned to student supervision duties on an equitable basis in order to minimize the number of different people with whom a unit member interacts.

Meetings and Events

In-person meetings shall be eliminated during the pandemic (including, but not limited to, Staff Meetings, 504's, IEP's, SST's, professional development, committee meetings, District meetings, and parent meetings, while the County is in the Purple or Red tier. In-person meetings shall be eliminated during the pandemic (including, but not limited to, Staff Meetings, 504's, IEP's, SST's, professional development, committee meetings, District meetings, parent meetings, and Parent-Teacher Conferences) unless the District can ensure a minimum of six (6) feet of physical distance between all unit members for the duration of the meeting while the County is in the Orange tier. When in-person meetings are required by the District, the current group meeting requirements of the CDPH and local public health officials shall be adhered to. All other provisions of the Master Contract regarding meetings shall apply.

Back-To-School Night, Open House, and in-person Promotion/Graduation meetings or ceremonies shall be held in a manner that aligns with current county and state recommendations, guidelines, and mandates for social distancing guidelines. The District and the Association will engage in meaningful conversations regarding these large in-person meetings.

Daily Cleaning and Disinfecting

The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected regularly using the safest and most effective disinfectant necessary, as recommended by Federal, State, and/or local health officials. Cleaning shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors. At no time will unit members be expected to purchase cleaning supplies out of pocket. Cleaning of classroom space(s) and staff spaces shall be completed daily, including all high touch surfaces.

Unit members shall be provided with spray disinfectant to quickly spray high use classroom areas such as desks, doorknobs, lightswitches, faucets, etc. in between student grouping periods, and when deemed necessary by the unit member.

Certificated unit members shall not be required to perform daily extensive cleaning and disinfecting that falls outside the scope of the normal duties in our bargaining unit.

Regular decontamination of classroom spaces and staff workspaces shall be completed at least once per week, through the week of June 7, 2021, with the exception of any week for which no students are present in the applicable area(s). Decontamination shall be done by trained, qualified professionals selected by the District. Decontamination shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors.

When choosing cleaning products, the District shall consult information on Environmental Protection Agency (EPA)-approved disinfectant labels with claims against emerging viral pathogens. Products with emerging viral pathogens claims are expected to be effective against SARS-CoV-2 based on data for harder to kill viruses. Employees will follow the manufacturer's instructions for use of all cleaning and disinfection products (e.g., concentration, application method, contact time, personal protective equipment, etc.). The District shall maintain copies of all Safety Data Sheets ("SDSs") required to be maintained by Cal-OSHA and make them available to the Association, upon request.

Air Ventilation and Filtration

The Parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19, especially for individuals in a closed space for extended periods of time, by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. The District shall ensure all HVAC systems operate properly and that HVAC air filters shall be changed at the manufacturer recommended intervals. Portable classrooms and/or other classroom spaces or workspaces without adequate central HVAC shall be equipped with low noise air filters with a large enough capacity and flow rate for the square footage of the room.

The District will enable the override feature of classroom ventilation systems. If an individual tests positive for COVID-19, the District will replace the HVAC filter(s) for that classroom or work area.

All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, and air quality conditions. Classroom doors may also be left open depending on weather, temperature, and air quality conditions.

Health Screening, Testing, Notification, and Contact Tracing

All unit members shall be provided with access to the COVID-19 testing while it is occurring at California State University, San Marcos, (or another locally based COVID-19 testing site) and shall be tested in accordance with the requirements of CDPH and local public health officials. If the testing of unit members becomes a requirement, testing schedules shall be arranged to minimize delays and individual results shall be delivered to each tested unit member promptly, with all relevant privacy rights preserved and unit members shall be provided sub time, when required.

Consistent with County Health mandates, the District shall ensure that all students, employees, and visitors complete Symptom Screening protocols each day prior to entering school. Health screening, testing, notification, and quarantine protocols and procedures shall be created prior to in-person learning and will be updated to conform with evolving local public health official mandates. All students and staff will be trained on these protocols and procedures when they are changed by local health officials.

COVID-19 Exposure and School Site Closure

The District shall comply with all current requirements of the San Diego County Public Health Department regarding COVID-19 exposure and any necessary school site closures. Staff and students with any symptoms consistent with COVID-19, or who have had close contact with a person with COVID-19, shall be sent home or sent to an isolation room on site pending travel home or to a medical facility. Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing procedures in conjunction with the local public health officials and all persons who may have come in contact with the infected individual shall be notified. The District shall also notify the Association President of the location(s) where the infected individual was present on the school campus during the suspected incubation/active infection period.

Staff, administrators, and students who are sick are expected to remain home and shall not be permitted on a District facility while sick. If a staff member, administrator, or student tests positive for COVID-19, the District will close the affected classroom or school site if required by the current county and state recommendations, guidelines, and mandates. The District or site administrator will ensure that the affected student(s) will continue to receive the services of the affected unit member, if medically able to do so, on a remote basis. These unit members shall not be required to utilize a leave while providing these services. The District will work with County Health to ensure that all staff and students being quarantined are given resources on how to properly comply with this requirement.

Following a closure due to a COVID-19 exposure, closed classroom spaces, worksites, rooms, school sites, or other District facilities shall be thoroughly cleaned and disinfected prior to being reopened for in-person learning. The District shall communicate as soon as possible any and all decisions about closures and reopening to all unit members at a school site, or District wide, as appropriate. Such communication shall be by email or by telephone. Within 24 hours of a classroom, school, and/or District closure, certificated staff will transition to an effective remote learning model until such time as it is deemed safe to return to an in-person or hybrid learning model by County Department of Public Health recommendations, guidelines, and mandates.

Student Groupings

The Parties affirm that the grouping of students is intended and designed to provide stable groupings that are maintained throughout each school day, quarter, or semester; with an assigned primary teacher and Special Education support staff (when applicable); and to minimize the mixing of classroom student groupings during the period of hybrid/remote instruction.

The maximum number of regularly assigned individuals in a single daily grouping will not exceed 19 during the period of hybrid instruction (including a maximum of no more than 18 students).

The maximum number of regularly assigned individuals in a single daily grouping in a classroom that includes a general education teacher and other educational support staff will not exceed 20 during the period of hybrid instruction (including a maximum of no more than 18 students).

Teachers' input will be solicited on how classes will be split into groupings of students.

The maximums for secondary "specials" assignments (PE and VAPA) shall be negotiated prior to the start of second semester.

The Parties agree that the maximum number of students in a daily grouping may be modified by mutual agreement between SMEA and the District during the term of this MOU and in accordance with updated CDPH guidelines and requirements.

To the extent possible, school staff shall limit the number of in-person visits to classroom groupings in order to minimize the spread of the virus.

Days and Hours

Unit members shall report to work according to the unit member start time in the Master Contract, prior District/Association negotiated MOU, individual contract, or consistent with past practice. If the school develops staggered start and end times, unit members shall adjust their contractual start and end time so that the overall workday remains the same number of minutes as provided for in job assignments prior to COVID-19.

At no time shall a unit member be required to teach on a remote (LEVS) and on-site basis simultaneously during the same class or period, part of their regular assignments. In the hybrid model, middle and high school unit members may teach a mixture of remote and on-site periods (e.g., 2 on-site and 1 remote period). Elementary unit members may also teach a mixture of remote and on-site classes (e.g., Specials and TK). Site administration will collaborate with unit members to solicit volunteers for the mixed assignments, when those assignments are needed.

The five-day workweek (Monday through Friday) for all unit members shall include four (4) days (Tuesday through Friday) of in-person instruction and one (1) remote learning day (Monday) per week.

- When students are not present on campus, they shall be assigned asynchronous distance learning activities. However, on Mondays teachers will directly engage with students for the launch of that week's instruction.
- Student free days shall be reserved for unit member preparation and planning time, staff meetings, IEP's, and Professional Learning Community (PLC) Meetings. Unit members may opt to spend their student free days working remotely.
- The Tuesday through Friday A/B hybrid schedule shall be shortened by 20 minutes each day to accommodate elementary teachers' loss of preparation time. The student hours for these days shall be 8:45 a.m.-2:25 p.m., include a 30 minute lunch, 10 minute recess period, and provide 5 hours of daily instruction.

All schools will follow a hybrid model when schools physically reopen where students will attend on-site instruction in an A/B format; elementary schools will reopen with an A/B combo hybrid model.

Instructional models for specialized programs:

La Mirada Academy 1st grade - 2 Day A/B Hybrid

Twin Oaks Elementary 1st grade - 4 Day Full Day

Elementary Mod/Sev - AM/PM Hybrid
Secondary Mod/Sev, BASE, and SEAS - 2 Day A/B Hybrid

Calendar

Prior to the completion of the 2020-2021 school year, the Parties will engage in meaningful conversations regarding the secondary instructional schedule for the 2021-2022 school year.

Leaves

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 and this Agreement. 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.

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)

Salary, Stipends, and Release Time

Unit members' regular compensation and benefits shall not be reduced as a result of the implementation of a LEVS and hybrid/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 hybrid/remote instruction shall not prevent unit members from continuing to further progress in their employment status or on the District's Certificated Salary Schedule.

Article IX, Section H, Subsection 1 shall not be amended. The application to the hybrid/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.

Article X, Section 7, Subsection F shall not be amended. The application to the hybrid/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.

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.

Accommodation

The Parties acknowledge that the interactive accommodation process may be required to make the work environment safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19. The District agrees to initiate in a timely manner the interactive process for employees whose treating physician designates them as "high risk," "vulnerable," or equivalent terminology as related to exposure to COVID-19. The District shall provide reasonable accommodation for employees with

medical documentation that indicates they are particularly vulnerable to COVID-19 due to a medical condition.

Special Education

The Parties understand that Federal and State law impose additional requirements for special education students. One of these requirements mandates that school districts conduct special education assessments utilizing a variety of assessment measures within specific timelines. The variety of assessment measures includes in-person assessments measures. The appropriate components of a special education assessment will be determined on a case-by-case basis in accordance with Federal and State law.

The parties agree to meet at the request of either party to address implementing guidance from the California Department of Education and/or the Federal Department of Education to provide equitable and appropriate education for the District's students with special needs.

At no time shall an Education Specialist be required to provide services to, or case manage, students enrolled in the two different models (Remote Learning/Instruction/Return to Learn and LEVS) simultaneously during the same class or period as part of their regular assignment.

In the event that a special education educator is assigned to a remote teaching position for the year (e.g., LEVS), the District shall make every effort not to assign in-person students to that special educator's caseload.

In accordance with Federal and State law, special education assessments may be conducted virtually whenever in-person assessment is not authorized by State and local health authorities.

Notwithstanding, in-person special education assessments are required for the majority of students in order to comply with the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"), related California law, and their implementing regulations. District assessors may utilize a records review, when appropriate, and in accordance with Federal and State special education law.

The Parties agree that the District will have discretion in determining whether a particular student requires in-person assessments as part of either an initial

assessment, triennial assessment, preschool assessment, or supplemental assessment. The District's Special Education Department will make this determination based on recommendations from the student's assessment team and IEP team members.

The responsibility for determining the particular assessment tools required for each student is largely left up to individual assessment team members and IEP team members, in consultation with the District's Special Education Department.

The individual assessment team members are encouraged to utilize assessment tools that can be administered remotely to minimize the potential need for additional in-person assessments that may not be necessary for a particular student. Such assessment tools may include, but are not limited to: interviews with parents, students, teachers, and service providers; questionnaires; rating scales; and virtual observations.

The District will train all staff members involved in assessments on proper safety protocols and sanitization procedures before their first assessment date.

In-person special education assessments shall begin October 19, 2020.

Related service providers (SLP, APE, School Psychologists, or other itinerant members) may provide services to remote learners virtually. In-person students shall receive services in-person.

Digital (virtual) options to meet and collaborate on a student's IEP shall be implemented in the COVID-19 environment, when possible. All student assessments will be administered, as required by federal and/or state law. Student assessments not required by federal and/or state law will be voluntary and may include informal observations. Special Education unit members shall make arrangements to schedule a direct assessment with their assigned students at a District location, as permitted by local public health officials.

For the administration of in-person assessments, Special Education unit members shall have face coverings, gloves, hand sanitizer, and other PPE made available when determined necessary by local public health officials. Upon request, the District shall offer additional PPE (including, but not limited to, gloves, gowns, face shields, N95 respirators, etc.) to Special Education unit members who are facilitating in-person student assessments. The District shall require the use of facial coverings ("masks") in accordance with federal, state, and local guidelines currently in effect. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt). Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus. If the equipment or supplies

noted above cannot be provided, the assessments shall be postponed until they become available.

While schools are closed, Special Education teachers will work collaboratively with core content teachers via a virtual platform to accommodate and/or adapt lessons to meet the needs of each student's Individualized Educational Program (IEP) and ensure that lessons and activities are appropriate as documented in the student's IEP or 504 plan. Individual accommodations will be provided for the student.

The District and Special Education teachers understand that online interactions are inherently different than in-person interactions and that adjustments are necessary to ensure that all confidentiality protections remain in place.

Special Education teachers and General Education teachers in a co-teaching environment shall be given the same prep period. Special Education teachers of students with moderate to severe disabilities shall provide continuity of learning through a variety of resources as appropriate so that students with disabilities have access to the same learning opportunities as their non-disabled peers.

The District shall provide all necessary PPE to Special Education teachers of students with moderate to severe disabilities, when required by local public health officials. Upon request, the District shall offer additional PPE (including, but not limited to, gloves, gowns, face shields, N95 respirators, etc.) to Special Education teachers of students with moderate to severe disabilities for whom close contact is required to provide services. If appropriate PPE cannot be provided, the unit member shall be sent home, without penalty or deduction of any sick or leave time, until the PPE required by local public health officials, or reasonable requests by the unit member, is made available. PPE requests shall be made in as timely manner as practicable. Special Education teachers of students with moderate to severe disabilities shall provide input to their site administration into how their class roster will be divided into instructional days in order to best accommodate student needs.

Special Education teachers of students with moderate to severe disabilities shall maintain flexibility within the given bell schedule and instructional delivery model as per student IEP's and to accommodate student diverse learning, health, and behavioral needs.

IEP's will be conducted consistent with past practice (substitutes may be provided) and shall not be scheduled exclusively during daily teacher preparation time. Every effort shall be made

