

MEMORANDUM OF UNDERSTANDING
between
SYLVAN UNION SCHOOL DISTRICT
and
SYLVAN EDUCATORS ASSOCIATION (SEA)

COVID-19 RESPONSE

The District and SEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its staff. We agree that continuity of District operations should be maintained and care should be taken to identify potential exposure and prevent the spread of the disease. The Parties recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with the coronavirus. Given the unprecedented situation facing the state and nation due to the outbreak of COVID 19 and directives from the State of California to close schools immediately to stop the rate of exposure and infection, Sylvan Union School District and the Sylvan Educators Association (SEA) and have met and discussed the District and SEA's response to COVID-19.

This memorandum is agreed to between Sylvan Union School District ("District") and the Sylvan Educators Association ("SEA") concerning the District's response to the coronavirus (COVID-19) epidemic.

To these ends, the District and SEA agree as follows:

1. Executive Order N-26-20 regarding the physical closure of schools in California, as directed by the Governor, in response to the pandemic of COVID-19, ensures that despite LEAs physical closure that schools are directed to continue to deliver educational opportunities to students including distance learning and/or independent study. The District and SEA recognize the importance of maintaining safe learning opportunities for the benefit of students and communities served by the District and its certificated staff. For the purpose of this MOU, "distance learning" means instruction in which the student and instructor/educator are in different locations. Methods for "distance learning" could include on-line instruction, take-home packets, emails, texts or phone calls and other means of communication.
2. In the event some or all District facilities must be closed and/or any District operations are curtailed due to COVID-19, the District will identify essential operations and staff members required to report for work (in-person or remotely based on the needs of the District).
3. The work day is defined by the start and end times that staff would adhere to under normal operating conditions consistent with a professional day. The District will provide

training, professional development and other information to unit members during the standard work day hours.

4. Each bargaining unit member shall be available to the District during normal working hours and be prepared to report for duty within two hours of receiving an urgent or emergency directive to report for duty.
5. Both parties agree to utilize “distance learning” that will provide teachers an alternative method of delivering instruction that does not require them to physically report to work and ensures students have access to instruction and learning. The District will provide ongoing training, support and tools so that “e-learning” or “distance learning” can be provided for students.
6. The District and SEA acknowledge that district and state assessments have been suspended per the waiver submitted by the Governor regarding school closures. Any exceptions to state assessments will be discussed by both parties, noting that state directives will mandate the assessment process for the district.
7. The District and SEA agree that all student work and assessments will not be graded during the period of “distance learning”. Any changes to those expectations, will be discussed and agreed to by both parties.
8. The parties also agree to meet at the request of either party to address guidance and directives from the state or federal governmental agencies regarding equitable and appropriate education for students with special needs. Special education teachers will work collaboratively with core content and/or general education teachers as well as other special education staff to adapt lessons and meet specific needs of students (as is feasible and possible with directives related to the school closure and social distancing) in a digital learning environment, ensuring that lessons and activities are appropriate, as outlined in the student’s Individual Educational Plan (IEP). Online and virtual tools shall be used to hold any required IEP meetings and to meet and collaborate regarding a student’s IEP.
9. Bargaining unit members will work remotely and the District will support those efforts providing a device to utilize at home. If a unit member struggles with remote internet access, the member will contact his/her site administrator and the district will attempt to share information and community resources to mitigate that issue. The district will not reimburse expenses related to working remotely. All required printed and/or copied materials will be provided by the District, including student work.
10. Bargaining unit members will be given time and opportunity to prepare lessons and utilize resources and training with the following tentative schedule:

Week of March 30-April 3rd: Engage in on-line training, participate in virtual staff and

collaborative meetings; make contact with students from their classes or advisory periods by phone or email (teachers will be asked to make reasonable efforts)

Week of April 6-April 10: Continue to participate in staff and collaborative teacher team meetings and receive ongoing training and professional development on “e-learning” and “distance learning” as part of Phase II of the District’s distance learning plan.

Starting week of April 13: Continue to participate in staff and collaborative teacher team meetings, engage in professional development, as related to distance learning, as well as begin the initial stages of distance learning as part of Phase III of the District’s distance learning plan including: Staff will also be expected to communicate with their students on a weekly basis and support families efforts, at home, with remote and distance learning.

Starting the week of April 20: Continue to participate in staff and collaborative teacher team meetings, engage in professional development, as related to distance learning, as well as initiate Phase III distance learning including: weekly lessons focused on essential standards, utilization of digital tools, and support with student paper and take-home packets. Staff will continue to communicate with their students on a weekly basis and support families efforts, at home, with remote and distance learning.

Staff who hold non-instructional roles including but not limited to counselors, credentialed nurses, BCBAs, school psychologists, speech language pathologists etc will work with site and district administration regarding their role and support of students and current programs. SEA will receive communication regarding that work and support as it pertains to these groups. Non-instructional staff will also receive and participate in professional development and training as it pertains to distance learning so that they are equipped to meet the needs of their specific student groups.

11. In order to successfully implement and maintain distance learning, teachers will participate in weekly staff meetings and collaborative teacher times. Staff meetings will occur each Tuesday at 11:00 a.m. Staff meetings will include information and opportunity to ask questions and clarification on procedures, methods and resources to continue distance learning. In addition, Professional Learning Communities will continue to be an integral component of ongoing collaboration and in the implementation of distance learning. Each Wednesday, collaborative teacher teams will meet to support distance learning and the ongoing work of teacher teams. The teacher team leader will send out Google hangout calendar invites, including site administration, so that site administrators can provide support, answer questions etc.
12. Should the school closure be extended through June, 2020, District and site administration will work with teachers to safely and responsibly pack up classrooms and implement end-of-the year procedures. Any process or procedures for end-of-the year procedures will be communicated by the District to SEA.

13. A bargaining unit member will not suffer any loss of pay or benefits relative to his/her regular schedules for the period of a closure or curtailment. The District shall continue to pay a bargaining unit member's regular salary for any period during which his/her work location is closed or duties are impacted because of the coronavirus, through the 2019-2020 school year contingent upon school districts receiving their full-year funding. Bargaining unit members on leaves of absences unrelated to school closures that are partial or unpaid leave (e.g. sick leave, parental, FMLA, baby-bonding, etc.) will receive pay and benefits commensurate with their leave status. Current leave provisions stated in the bargaining unit contract will apply during the period of school closure.
14. The District will follow mandates and laws as established by state and federal government, as they pertain to public schools, regarding the utilization of leaves related to COVID-19.
15. The District shall deal with requests by employees, who are parents, to deal with a childcare provider or school emergency caused by coronavirus-related closure in conformity with Labor Code section 230.8 and as outlined in the Family School Partnership Act.
16. Communication between the District and SEA members is a priority for both parties. The District will communicate with members via email and the District communication system. Bargaining unit members shall check their email and/or other manner of communication established with district or site administration on a daily basis for the most current situational updates.
17. In the event the District seeks to add additional school days to this school year or next school year in response to state or federal mandates or the school closure extends sixty (60) days beyond the date listed on this MOU, the parties agree to meet and discuss the extended school closure and additional school days.
18. SEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities or program due to the coronavirus.
19. The District may designate bargaining unit members to serve as disaster service workers pursuant to Government Code section 3100. The District will provide information to bargaining unit members regarding public health measures, hygiene, and sanitation to help prevent the spread of the virus. The District will take reasonable steps to ensure that its facilities have the necessary supplies (subject to availability) for preventative sanitation measures (such as soap and water, disposable towels or tissues or hand sanitizer).

The Collective Bargaining Agreement between the District and SEA not addressed by the terms of this agreement shall be in full effect. This Memorandum of Understanding is effective

through June 30, 2020 and the provisions of this Agreement shall not be precedent-setting for any purpose, nor shall they be considered a past practice or evidence of past practice for any future purpose. The District and SEA reserve the right to discuss and negotiate additional impacts related to COVID-19 and the school closure for the 2019-2020 school year.



Kathy Friedmann, SEA President

4/7/2020
Date



Didi Peterson, Asst. Superintendent HR, SUSD

4-7-20
Date