

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

**COVID-19 RESPONSE
FALL 2020 REOPENING PLAN WITH eLEARNING**

The District and SEA agree that we face an unprecedented situation in our state and nation, due to the outbreak of COVID 19. Both parties acknowledge the importance of collaboration and mutual support in the reopening of schools following the unprecedented school closures in response to COVID19.

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 and the reopening of schools for the 2020-2021 school year.

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

Continuity of District operations should be maintained and care should be taken to identify potential exposure and prevent the spread of the disease. The Stanislaus County Public Health Agency directed local school districts to provide distance learning and did not permit school-wide, in-person or traditional learning in the school setting for the start of the 2020-2021 school year. Both parties anticipate that when permitted and safe to do so, school sites will re-open for in-person instruction, as directed by public health. Sylvan Union School District and the Sylvan Educators Association (SEA) have met and discussed the District and SEA’s response to COVID-19 and the Public Health Officer’s mandates.

Workdays, Schedules, Professional Expectations and Distance Learning Model

1. The state and county government have directed school districts to reopen their school sites when certain conditions are met. Stanislaus County Health Services Agency and the Public Health Officer on July 13, 2020, directed local school districts to offer online/distance learning for students to begin the 2020-2021 school year. Traditional, in-person education and hybrid models of in-person and distance learning were not permitted, per the Public Health Officer for the initial opening of school sites in Stanislaus County. On July 17, 2020, the state Governor indicated that school districts would not be permitted to offer in-person instruction until all criteria and parameters for the COVID-19 watch-list are met. If permitted, smaller grouping and 1:1 instruction will be held on-site ensuring that all directives and mandatory guidelines for social distancing, wellness checks and face coverings are met. For the purpose of this MOU, the Education Code and SB 98 defines “distance learning” as “instruction in which the pupil and instructor are in different locations and pupils are under the general supervision of a certificated employee of the local educational agency.” (Ed. Code § 43500.) To these

ends, SUSD will offer Sylvan eLearning - Experiences Connected through Technology (SeLECT) for a distance learning model.

2. Both parties agree to utilize “distance learning” and the District will provide ongoing training, support and tools so that “e-learning” or “distance learning” can be provided for students. When it is permitted and the District determines it is safe to do so, school sites will shift to in-person learning and teaching. At any time, based on directives by public health and county/state agencies, the District and SEA agree that staff may need to pivot between distance and in-person learning and teaching for the 2020-2021 school year.
3. Whether the model is distance learning, in-person or hybrid, all members will report to the school site each day, Monday through Friday, in alignment with the board-approved instructional calendar for 2020-2021. A teaching and learning daily schedule will be provided to every member. The work day is defined by the start and end times provided by the daily schedule consistent with a professional day.
4. Certificated employees who are in a high-risk group (as verified, in writing, by a healthcare provider) for COVID-19 exposure will be required to provide a medical note and participate in the interactive process to determine reasonable accommodations with the Human Resources Department.
5. In order to support the members, the District will provide no-cost child care for school-age child(ren) (TK-6th grade) of the member who reports to work at the school site, regardless of the child’s district of residence. The member’s preference for site placement of the child will be considered acknowledging that the final placement determination will be based on the needs, program and staffing of the child care program. Child care will be provided during the staff member’s work hours.
6. SB 98 places a strong emphasis on teacher-student engagement in distance learning. Distance learning must include the following minimum components: (1) provision of access for all pupils to connectivity and devices adequate to participate in the educational program and complete assigned work; (2) content aligned to grade level standards that is provided at a level of quality and intellectual challenge equivalent to in-person instruction; (3) academic and other supports designed to address the needs of pupils who are performing below grade level, or need support in other areas; (4) special education, related services, and any other services required by a pupil’s individualized education program; (5) designated and integrated instruction in English language development; and (6) daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. (Ed. Code, § 43503(b).)
7. For the 2020–21 school year (as outlined by Ed Code § 43501), the minimum school day for a local educational agency is as follows: 180 instructional minutes in kindergarten, 230 instructional minutes in grades 1 to 3, inclusive, 240 instructional minutes in grades 4 to 12, inclusive; LEAs must document daily participation for each pupil on each school

day, in whole or in part, for which distance learning is provided. (Ed Code 43504 § Subd. (d)(1).) Daily participation includes:

- Evidence of participation in online activities (including completing assignments and assessments); or
- Contact between the LEA and the pupil or parent/guardian. (Subd. (d)(2))
- Students will receive daily live interaction with a certificated teacher and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. (Ed. Code § 43503(b))
- Teachers must complete a “weekly engagement record” for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments.” (Ed Code § 43504 Subd. (e).) Synchronous learning refers to a learning event in which a group of students and the educator are engaging in learning at the same time. Asynchronous learning refers to students' ability to access information, demonstrate what they've learned, and communicate with classmates and instructors on their own time; students and the educator do not have to be in the same classroom or setting to participate.
- Teachers will follow the “Tiered Re-engagement Strategies” for pupils who are absent from distance learning for more than three schooldays or 60 percent of the instructional days in a school week. When possible, support staff will assist teachers with re-engagement efforts and communication.
- Students who are English Learners must continue to receive 30 minutes of designated ELD instruction (Ed. Code § 43503).
- Teachers will provide special education and its related services and any other supports, accommodations or requirements as outlined by a student's IEP and participate in the IEP team.

8. Adopted curriculum will be used for all online learning.

Members will:

- Provide the established number of minutes of instruction per week, based on requirements set by the state and legislation, including a minimum weekly average of 60 minutes for Transitional Kindergarten and Kindergarten and 90 minutes for grades 1-8 of daily live instruction as the required minimum for all grade levels.
- Utilize Google Classroom as a Learning Management System and other agreed upon platforms and management systems. The District will provide initial and ongoing training, resources and support for all learning and teaching platforms and management systems.
- Provide digital citizenship lessons for students prior to September 30th according to grade level scope/sequence/schedule.
- Provide SEL/student-focused wellness lessons for students and foundational lessons on hygiene and COVID considerations during the first 20 days of instruction with support of Student and Educational Services Departments.

9. Members will participate in school-wide efforts to promote school pride, culture and connections. Professional responsibilities as outlined in Article IX are still applicable and will be met via in-person or virtual platform dependent upon the current teaching model for the District. This may include but is not limited to: Back to School Night, Open House, Collaborative Teacher Teams/PLC, IEPs and Parent Teacher Conferences.
10. Evaluation of probationary or temporary certificated staff members will be executed as outlined in the contract Article X. Both parties agree that the permanent certificated staff members will receive coaching and feedback focusing on lessons, instruction and student learning in the distance learning model. Permanent certificated staff members, who are scheduled for a formal evaluation cycle for 2020-2021, will not be required to participate in the formal process. Any member who fails to meet the professional standards and duties, as outlined in Articles IX and XVI shall receive verbal and/or written directives and/or disciplinary action to correct deficiencies.
11. In the event some or all District facilities must be closed and/or any District operations are curtailed due to directives provided by public health or in response to county, state or federal orders for 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 and the provided directives).
12. Each bargaining unit member shall be available to the District during normal working hours and be prepared to report for duty. If sites are closed, members must be prepared to report to duty within two hours of receiving an urgent or emergency directive to report for duty.
13. In the event physical sites must close, certificated staff will be directed to pivot to teaching and eLearning from their homes or remote work locations. Staff will be given time and opportunity to reset their work environment at home or in a different location or on-site, as permitted by county and state guidelines.
14. Members 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 members 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.
15. Meeting IEP requirements and supporting our students with special needs is a priority following the school closure for 2019-2020. If permitted, smaller grouping and 1:1 instruction will be held on-site ensuring that all directives and guidelines for social distancing, wellness checks and face coverings are met. Special education staff will be supported to meet these needs through regular meetings with job-alike team members and

with training and support with special education and site administration and with the provision of PPE in classroom settings for assessments and instruction when needed.

16. All special education staff, including case managers, will be required to complete a Distance Learning Plan (DLP) (Ed Code 56345 (a)(9)). It is recommended that the DLP be completed within the first ten (10) school days to help build communication with families; staff will have up to 30 calendar days from the 1st day of school to complete DLPs, if needed. Staff will also be required to document all student-family and IEP team member contact through a log/register. Site and District administration will support case managers with communication with families, including outreach, when families fail to respond to the case manager's repeated attempts to make contact. District administrators will check-in with case managers on a regular basis to provide support, as needed, to complete the DLP and log/register.
17. In order to successfully implement and maintain eLearning, teachers will participate in weekly staff meetings and collaborative teacher times. Monday shall be set aside as school staff meeting days. Staff meetings will include information and provide teachers the opportunity to ask questions and clarification on procedures, methods and resources to continue distance learning as well as professional development and training pertaining to distance learning.
18. 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. All meetings will be held and attended on-site and in-person by staff.
19. During eLearning and SeLECT model execution, a preparation period will be provided to all educators each Wednesday prior to Professional Learning Community (PLC) time, for grades TK-8. When returning to in-person teaching and learning, preparation periods will be followed as outlined in the bargaining agreement.

Safety Plan and Prevention

20. The District will inform SEA, as soon as practicable and as advised by County Public Health, of a confirmed coronavirus infection of a District employee or student. Absent of violating confidentiality, as much information as reasonably and legally permissible will be provided to SEA leadership in efforts to inform necessary next steps for members who may have been in contact with the employee or student. The Parties agree the District is not required to disclose the name of the employee or student or any other protected personal information.
21. 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 preventive sanitation measures (such as soap and water, disposable

towels or tissues or hand sanitizer). SEA will cooperate with the District in any necessary public health actions, such as engaging in contact tracing of infected individuals.

22. The District has developed a plan to be implemented, to the extent feasible and appropriate, throughout SUSD and at all of our work locations. The plan, protocols and procedures are based on information available from the CDC, CDPH and OSHA at the time of its development, and is subject to change based on further information provided by the CDC, CDPH, OSHA and other public agencies. SUSD may amend this plan based on operational needs. All administrators and supervisors will be familiar with this plan and are expected to follow the outlined procedures. Procedures include practicing good personal hygiene and workplace safety practices to prevent the spread of the virus. Managers and supervisors must strongly encourage safety practices from all employees. To help ensure the safety and well-being of all staff, SUSD asks and expects every one of our employees to help with our prevention efforts while at work. In order to minimize the spread of COVID-19 at our workplaces, everyone must play their part. As set forth below, SUSD has instituted various protocols for cleaning, housekeeping, social distancing, use of face coverings and other best practices at our workplaces. Specific procedures, protocols and expectations for social distancing and hygiene are listed below (See #25). In addition, employees are expected to report to their managers or supervisors if they are experiencing signs or symptoms of COVID-19, as described below.
23. Work spaces and school sites will be cleaned on a daily basis using soap, water and approved disinfectants and sanitizers. Frequently touched and used surfaces will be cleaned throughout the day. Educators may request approved disinfectants and sanitizers for use in their classrooms. If a positive COVID-19 case is confirmed at a school site the areas utilized by the employee, staff or student will be sanitized per the recommended guidelines from the California Department of Public Health (CDHP) and county public health agency.
24. To support our joint efforts to reduce exposure and spread, educators will be responsible for completing a daily Self Screening Log. Educators will review and answer the set of questions and then list the date, employee name and signature on the log if they have responded, "no" to all questions. By signing the log, the educator agrees and acknowledges that he/she is healthy and able to be at work. The completed log will be turned into the administrator/supervisor on the last day of each month.
25. The CDC and county public health have provided the following control and preventive guidance for all workers, regardless of exposure risk:
 - Frequently wash your hands with soap and water for at least 20 seconds. When soap and running water are unavailable, use an alcohol-based hand rub with at least 60% alcohol. Soap and water and/or hand sanitizer is provided for all employees working on site. Avoid touching your eyes, nose, or mouth with unwashed hands.
 - Follow appropriate respiratory etiquette, which includes covering for coughs and sneezes.

- Employees will be required to wear a face covering. A face covering may include a face mask, face shield, bandana, scarf, etc. Employees are required to wear a mask or face covering when they cannot socially distance (space of at least 6 feet between people), when they are engaging with a member of the public, when they are working in any space visited by members of the public, regardless of whether anyone from the public is present at the time and when they are walking through shared spaces such as hallways or workrooms. If employees are in close contact with any other person, including one-on-one conversations or in a shared space, they are required to wear a face covering. If employees are in any room or enclosed area where other people are present, when unable to physically distance, employees are required to wear a face covering. It is a best-practice to have for employees to have their masks or face coverings with them at all times to ensure they are prepared if social distancing is not possible or an interaction is extended between staff, students or families.
- Persons exempted from wearing a face covering due to a medical condition who are employed in a job involving regular contact with others should wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, if their condition permits it.

Reporting COVID-19 Symptoms or Testing Result

26. Employees must familiarize themselves with the symptoms of COVID-19. People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear 2-14 days after exposure to the virus. Symptoms include: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion/runny nose, nausea or vomiting, or diarrhea.
27. If a member has or thinks he/she might have COVID-19, it is important to stay home and away from other people. Staying away from others helps stop the spread of COVID-19. Any employee who is experiencing any of these symptoms or is feeling sick, must stay home and notify his/her supervisor. If the employee begins to feel symptoms or sick, after arriving at work, he/she is to immediately notify the supervisor or Human Resources and follow the given directives.

If an employee is directed to be tested for COVID-19 by a medical provider or public health agency staff, the employee shall notify HR and follow up with HR with the outcome of the testing. HR will communicate with employees the timeline to be placed off of work as well as the return to work date for employees.

While an educator waits for the outcome of COVID-19 testing and/or if the educator tests positive for COVID-19 he/she will be asked to quarantine and/or self-isolate.

Per the Order from the County Health Officer, "All individuals who have been diagnosed with or are likely to have COVID-19 must immediately take the following actions:

Isolate themselves in their home or another residence until: (a) at least 10 days since

symptoms first appeared, AND (b) at least 24 hours have passed since recovery, defined as resolution of fever without use of fever-reducing medications and improvement of respiratory symptoms (e.g., cough, shortness of breath). Until this time, they may not leave their place of isolation or enter any other public or private place, except to receive necessary medical care.”

An employee who tests positive for COVID-19 and is asymptomatic (not exhibiting any of the symptoms listed above) will be directed to quarantine or self-isolate for 10 days. If the employee continues to have no symptoms, he/she can be around others and return to work after 10 days have passed since the administration of the test.

When an employee tests positive for COVID-19, any employee who was in close contact** with the positive case, will be notified by HR and may be asked to quarantine or self-isolate depending upon the timeline of exposure and directives from County Public Health. HR will ask for a list of close contacts ** and contact the listed employees. Confidentiality will be maintained for all employees and specifics, including the name or role of the employee, who tested positive, will not be shared. Employees who have concerns about exposure are encouraged to contact their medical provider. Employees may also be directed to work remotely following a positive test and/or possible exposure that occurred in the work setting.

If an educator has been exposed to a person in which he/she had close contact, who tested positive for COVID-19, the educator will notify his/her supervisor or the HR Department immediately. A person is considered to be a close contact** of a person with or likely to have COVID-19 if, within 48 hours before that person’s symptoms began and until that person is no longer required to be isolated. [See Close Contact definition below.]

**** Close Contact:** A person is considered to be a close contact of a person with or likely to have COVID-19 if, within 48 hours before that person’s symptoms began and until that person is no longer required to be isolated, they (a) were within six (6) feet of a person who has or is likely to have COVID-19 for more than 15 minutes or (b) had unprotected contact with body fluids and/or secretions (such as being coughed on/sneezed on, shared utensils or saliva, or provided care without wearing protective equipment of a person who has or is likely to have COVID-19), as defined by Stanislaus County Health Services Agency Order issued on April 28th and reissued on July 5th.

During any quarantine or self-isolation directives, the employee, who has a positive COVID-19 test result or who has been in direct and close contact with an employee, student, or personal member of his/her household, who has tested positive or is symptomatic for COVID-19, as verified by a medical provider, will utilize up to 80 hours of paid sick leave, per the Families First Coronavirus Response Act requirements. Any additional time required for medical leave, as directed by a medical provider, will utilize an employee’s sick leave balance.

Employees will be asked to provide a note or letter from his/her medical provider regarding the illness and/or COVID testing. HR will communicate with employees any requirements for documentation. All information that is shared with HR is confidential.

The District will follow mandates and laws as established by county, state and federal government, as they pertain to public schools, regarding the actions taken in response to COVID-19 related illness including but not limited to quarantine, notification, and medical documentation.

Leaves of Absence

28. 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.

Between August 6, 2020 and December 31, 2020, members shall be eligible for leaves provided by the Families First Coronavirus Response Act (FFCRA) [See Appendix A]. FFCRA outlines the use of paid sick days for exposure or quarantine order related to COVID-19 or partial paid workdays to care for a child whose school or child care is closed due to COVID-19.


All leaves, unrelated to COVID-19 exposure or school/child care closure, will continue per the current contract language and federal and state guidelines and laws.

Communication and Other Considerations


29. 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.
30. In the event the District seeks to add or eliminate school days to the current school year in response to state or federal mandates regarding school closure or reopening, the parties agree to meet and discuss the change in workdays to the calendar.
31. 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.
32. 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).

All terms of 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 May 28, 2021 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 school closure and/or school re-opening for the 2020-2021 school year.



Kathy Friedmann, SEA President



Date



Didi Peterson, Asst. Superintendent HR, SUSD



Date

EMPLOYEE RIGHTS

PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The Families First Coronavirus Response Act (FFCRA or Act) requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

► PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- $\frac{2}{3}$ for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at $\frac{2}{3}$ for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

► ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days* prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.

► QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to telework, because the employee:

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| <ol style="list-style-type: none">1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;2. has been advised by a health care provider to self-quarantine related to COVID-19;3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2); | <ol style="list-style-type: none">5. 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; or6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services. |
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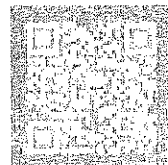
► ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

For additional information
or to file a complaint:
1-866-487-9243
TTY: 1-877-889-5627
dol.gov/agencies/whd



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