

**Memorandum of Understanding
Between
Santee School District and Santee Teachers Association**

April 8, 2020

The Santee School District (“SSD”) and Santee Teachers Association (“STA”) enter this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus (“COVID-19”). The parties recognize that there is a need to close schools and to move to an online/distance learning program on an emergency basis to slow the spread of illness arising from COVID-19 during the 2019-20 school year.

Definitions:

The California Department of Education (CDE) has defined “distance learning” as “... instruction in which the student and instructor are in different locations. This may include interacting through the use of computer and communications technology, as well as delivering instruction and check-in time with their teacher. Distance learning may include video and/or audio instruction in which the primary mode of communication between the student and instructor is on-line interaction, instructional television, video, tele-courses, or other instruction that relies on computer or communications technology. It may also include the use of print materials incorporating assignments that are the subject of written or oral feedback.” The intervention must be equitable and available to all families/children regardless of the family’s access to technology. Families can receive equitable services virtually, online, or telephonically. As the state and federal guidance recognizes, the way we make distance learning equally accessible may change over time as we discover and/or develop new methods to provide distance learning.

The parties agree to the following:

When schools are closed:

1. Unit members will be provided regular updates by email or phone regarding school closures. Unit members will monitor their email on a daily (workday) basis during the closure to complete requested work and stay informed of official communication from the district.
2. The District shall take all appropriate health and safety measures and follow current state and CDC guidelines when unit members are directed or required to report to their worksite while their worksite is closed to students.
3. Unit members who are at a higher risk for serious illness from COVID-19 because of age, a serious long-term health problem, or otherwise immunologically compromised, shall not be required to report to a worksite during school closures. However, they will still be required to provide all distance learning.

Compensation and Benefits:

4. Unit members regular pay and benefits shall not be reduced in the event of an emergency school closure.
5. If the state requires students to make up days for the 2019-20 school year, the parties will negotiate make-up student instructional day(s) up to the number of school closure days.
6. The 2019-20 school year will count as a full year in regard to assignments, seniority, and salary advancement.
7. Retirement and service credit shall be subject to applicable laws and regulations.
8. Unit members who are unable to meet the expectations included in this MOU regarding remote learning shall use any sick leave or personal necessity leave consistent with the law and the parties collective bargaining agreement. Eligible unit members will also be entitled to any COVID-19 related federal and/or state leave benefits.

Remote/Distance Learning:

9. As needed, remote/distance learning delivery models will be collaboratively planned in consultation with district/site administrators and unit members. The parties recognize that there may be a need for the District to implement certain distance learning methods in the interest of equity and to comply with changing state and federal guidelines.
10. During school closures, students will be provided remote/distance learning designed to promote continuity of instruction while students are not in school. SSD will assume financial responsibility for district owned devices whether district devices are at school, or in the employee's home during the period of school closure. Unit members will continue to adhere to the standard of reasonable care contained in the Staff Member Consent and Waiver for Internet/District Network Access and Use of District Technology Equipment.
11. The District will offer appropriate software and training (Zoom, Google Classroom, etc.) for unit members to engage with students/parents online during school closures. The District will work with unit members as necessary to ensure that they have the requisite technology devices and/or access to support students in the remote/distance learning environment.
12. The Parties agree to regularly consult regarding guidance from the California Department of Education in order to provide equitable and appropriate education for all students.
13. As it is understood that unit members are working from home and attending to their own children, family, etc. who may be sheltered-in, a spirit of flexibility and cooperation will be honored with unit members' implementation of remote/distance learning. Remote/distance learning flexibility will be reviewed on a case by case basis between the unit member and program/site administrator.
14. The Parties acknowledge that these are extraordinary circumstances and remote/distance learning schedules may differ from typical in-classroom schedules. Unit members will

plan and provide remote/distance learning lessons and support activities for 2 hours per day for K-5 grade students and for 3 hours per day for 6-8 grade students, understanding that these hours may fluctuate based on the uniqueness of Santee School District students and programs. The remaining hours of the workday can be dedicated to providing students feedback on their progress, lesson planning, IEP preparation, staff meetings, professional development, technology training, parent communication, progress monitoring, and other instruction related activities.

15. The District will ensure digital platforms are vetted and abide by California student privacy laws. Understanding that remote/distance learning may be unfamiliar to unit members, all who engage in good faith efforts to implement remote/distance learning shall not be subject to disciplinary action for such efforts.
16. The District's counselors, social worker(s) and school psychologists shall provide virtual appointments to students for academic and/or social emotional counseling, monitoring, and guidance.
17. The Parties agree to meet regularly to address implementing guidance from the California Department of Education as well as the Federal Department of Education in order to provide Free and Appropriate Public Education (FAPE) for students with special needs. The Parties acknowledge there are challenges associated with the COVID-19 emergency that would impair the ability to provide all aspects of FAPE as written in the current student IEP. Special education teachers will work collaboratively with their administrator, and core content teachers via a mutually agreed upon digital platform to accommodate and/or adapt lessons to meet the needs of students' IEPs in a digital learning environment, as well as the option to create paper/pencil alternatives. They will also ensure that lessons and activities are appropriate as documented in the student's IEP. Individual accommodations will be provided.
 - A) Special education teachers of students with moderate to severe disabilities will provide continuity of learning through a variety of remote/distance learning resources as appropriate so that special education students, to the greatest extent possible, have access to the same learning opportunities as those provided to the general education student population.
 - B) Related service providers (Adapted PE, etc.), will prepare remote/distance learning activities that can be completed at home as appropriate.
 - C) Digital options to meet and collaborate on a student's Individualized Education Program (IEP) will be implemented during the closure due to Novel Coronavirus (COVID-19).

When schools are reopened with students:

18. In accordance with Federal/State/County guidelines the District will legally determine when it is safe to return to schools. When so determined, the District shall promptly notify unit members by email or phone.

19. Unit members shall be provided one workday for classroom preparation prior to the return of students.
20. The District shall ensure that all unit member work locations are sanitized in accordance with Federal/State/County guidelines before the unit members' return. In addition, all sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closets) shall be stocked with hand soap and paper towels.

Evaluations:

21. Evaluations shall be paused for the 2019-20 school year. However, if there were enough classroom observations prior to the March 13th closure, the final evaluation summary shall be completed. Current collectively bargained timelines for staff evaluations shall be suspended for the remainder of the 2019-20 school year. Employees on Assistance Plans or other related evaluation processes shall resume their process once the school closure has ended and employees return to their work sites.

Transfers:

22. All collectively bargained transfer timelines shall be suspended for the 2019-20 school year. All certificated positions that become open in the district shall be posted for employee transfer for three workdays prior to being made available to outside applicants.

Other Provisions:

23. The parties agree that this MOU currently addresses the impacts and effects of the District and STA decision to proceed with remote/distance learning during school closures caused by COVID-19. If new federal or state requirements are inconsistent with this MOU, or necessitate adding to or revising this MOU, the parties agree to promptly meet and negotiate.
24. The Parties understand the coronavirus pandemic situation is very fluid, and mutually agree to review the provisions of the MOU as necessary.
25. This MOU shall be non-precedent setting nor form any basis for a past practice and shall expire at the end of the emergency school closure period as determined by local, county, and state health guidelines or June 30, 2020, whichever comes first.

All components of the current Collective Bargaining Agreement between SSD and STA not addressed by this MOU shall remain in full effect.


The District and the Association reserve the right to negotiate additional negotiable impacts of school closures.

District:

 4/9/20

Tim Larson, Assistant Superintendent, HR

STA:



Melanie Hirahara, STA President