

MEMORANDUM OF UNDERSTANDING

between

Escondido Secondary Teachers Association (ESTA)

and

Escondido Union High School District (EUHSD)

Distance Learning during Extended School Closure

March 25, 2020

This Memorandum of Understanding is agreed between Escondido Union High School District ("District") and the Escondido Secondary Teachers Association ("ESTA"), collectively referred to hereinafter as "the parties", concerning the District's response to the coronavirus (COVID-19) epidemic and an extended school closure.

On March 13, 2020, Governor Gavin Newsom issued Executive Order N-26-20 regarding the physical closure of schools by local educational agencies (LEAs) in response to the COVID-19 pandemic. The order provides that even if schools close temporarily because of COVID-19, LEAs will continue to receive state funding for those days so that they can continue delivering high-quality educational opportunities to students to the extent feasible through, among other options, distance learning and/or independent study.

This guidance provides a framework for how LEAs can continue to deliver high-quality educational opportunities to students when the school site is physically closed and the LEA has suspended onsite instruction.

This Memorandum of Understanding sets forth the protocol and terms that the District and ESTA have agreed upon to govern working conditions for ESTA bargaining unit members due to the COVID-19 public health emergency and guidance for delivering high-quality educational opportunities to students during school closure.

The District and ESTA recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its teachers and staff.

The Parties recognize that ESTA members are certain to be impacted in their professional and personal lives. In an effort to alleviate those impacts, the District wishes to allow teachers and students to engage in a unique education delivery model (Distance Learning) that will provide teachers an alternative method of delivering instructions that does not require them to physically report to work and ensure that students are able to continue learning with minimal interruption.

The parties understand that unit members may choose to be innovative and develop activities to be delivered via a new modality. To support, encourage, and appreciate innovative teaching

modalities, unit members shall not be formally evaluated on those lessons and/or instruction during this crisis.

The options to continue delivering high-quality educational opportunities through Distance Learning to students are as follows:

1. **Synchronous:** Students are scheduled to meet with educators during defined times. This might be through the traditional face to face master schedule, or it might be a new schedule arranged for distance learning purposes. For example, this could also include live “office hours.”
2. **Asynchronous:** Learners schedule their own time to engage with learning experiences. Asynchronous for educators means they schedule their own time for designing learning experiences and providing feedback assessing work by learners.
3. **Blended:** Teachers create daily activities, assignments and links to online resources. For example, a teacher is available through group chat for 15 minutes at a scheduled time such as at the beginning of each period of a 6-period day using their site bell schedule.
4. **Online Courses:** Students are assigned courses in Edgenuity (not all courses are available). Teacher reviews student work and unlocks tests as needed. The district shall clearly communicate the training requirements to members who choose this option.

Staff will select one, or a combination, of the options above and communicate their plan and schedule to the site administrator. Staff may change their selected option(s), and will communicate changes to the site administrator. Staff who select to place students in #4 above, will continue with this option for the duration of the school closure. All learning options must include asynchronous learning access by students (e.g. if there is a synchronous learning opportunity, it must be recorded and posted for students to access later).

In the interest of implementing Distance Learning, the parties agree that bargaining unit members (“staff”) will receive professional development on the use of technology and providing high-quality educational opportunities and/or consultation via Distance Learning according to the schedule below:

1. **March 26 – April 1:** Staff pick up laptop, instructional materials, etc. from work site as needed. A schedule will be established for each site to follow ensuring compliance with the health and safety guidelines. For the duration of the school closure period, staff will not be held liable for damage to their district laptop. Staff shall not leave unattended the laptop in their car or in a public space where damage or theft may occur.
2. **Week of March 30:** Staff receive professional development on the use of technology and providing high-quality educational opportunities and/or consultation through Distance Learning. A menu of professional development opportunities will be available, and staff may select based on the needs of the staff. Staff will be encouraged to participate in four to eight hours of professional development or work with their PLCs during this week. Any member

who volunteers and is selected by Ed Services to create and present staff development during this period will be compensated at their extra certificated hourly rate of pay (\$36.49) for time spent preparing the staff development content.

Staff plan high-quality educational opportunities and/or consultation using existing instructional platforms suitable for Distance Learning. If a staff member struggles with remote Internet access, staff will contact the District technology help line. If a staff member struggles with Distance Learning, staff will contact the Ed Services help line. Staff may also work with their Department Chairperson, and Professional Learning Committee. Should a staff member live in an area where internet access cannot be made reliable, the staff member will make every effort to participate in Distance Learning, and will remain in communication with their supervisor about ongoing connectivity issues and collaborate with their Administrator and/or Department Chair to provide high quality educational opportunities for students.

3. Week of April 6: Spring Break – no staff work
4. Beginning April 14: Staff will provide high-quality educational opportunities and/or consultation through Distance Learning.
 - a. Students who are able and/or choose to engage in these high-quality educational opportunities will not be graded.
 - b. Students may be able to increase their grade through these high-quality educational opportunities should they choose.
 - c. Staff will continue to provide high-quality educational opportunities and/or consultation through Distance Learning each week until advised otherwise by the District.
5. While staff may not have a set daily schedule in light of working at home with personal obligations, staff will be expected to consistently make available to students high quality educational opportunities and/or consultation of approximately 12 hours per week or 2 hours per class period per week.
6. Each staff member will provide a plan for how Distance Learning is to be delivered to their site supervisor and their rostered students, which may include their availability to provide educational opportunities and support via email and/or other virtual platforms. Site administrators will provide their site's information to parents.
7. Staff will make themselves available for virtual staff meetings, department meetings, and PLC meetings, in accordance with applicable provisions of the ESTA-EUHSD Collective Bargaining Agreement and current practice. Del Lago may choose to engage in CSAT meetings in lieu of PLC meetings during the school closure period. This in no way alters the practice regarding compensation for participation in CSAT meetings when schools are open. Should staff not be available, the staff member may view the recorded meeting and should do so within 48 hours of the meeting. Advance notice will be provided to the best of our ability.

8. Staff should check their emails for updates daily and respond, if a response is necessary, in a timely manner.
9. Counselors may provide appointments to students for academic counseling and social emotional support. These appointments may be conducted via email, via phone, or via other tools of their choice. The district and participating counselors shall make every effort to ensure that all confidentiality protections that are regularly in place remain in place. However, it should be understood that online interactions may not have the same guarantees of confidentiality that exist in an in-person counseling interaction.
10. Staff may use instructional platforms of their choice for Distance Learning, and will not be expected to employ any one particular method. Staff may collaborate with their colleagues to plan and deliver the lessons in a manner that adheres to the guidelines set by the Public Health Department.
11. Teachers in a Collab Class (General and Special Education Teachers) will work collaboratively to the extent possible to accommodate and/or adapt lessons to meet the needs of students' IEPs and core content.
 - a. Related services providers will prepare distance learning activities to the extent possible can be completed at home as appropriate.
 - b. Teachers and service providers of students with disabilities will make a reasonable effort to communicate with students as appropriate and/or the parent/guardian.
 - c. Teachers, both general education and special education teachers, will have the opportunity to collaborate on a student's IEP, individualization, accommodations, and lessons provided.
12. Teachers in a Collab Class for English Learners will to the extent possible work collaboratively to accommodate and/or adapt lessons to meet the needs of students.
13. Distance Learning activities provided to students may include enrichment, engagement, core curriculum, and review. The activities provided will not require summative assessments. In addition, students will be held harmless, and will not receive a lesser grade than their grade as of March 13, 2020 as a result of engaging in Distance Learning during this school closure. Students will, however, be able to earn a higher grade as a result of engaging in Distance Learning.
14. If appropriate, students may also be assigned to Edgenuity as an option for credit recovery or credit attainment. Due to the unique needs of our continuation high school (VHS), we will work with staff to ensure that students are properly supported toward earning credits towards graduation.
15. Current collective bargained timelines for staff evaluations and related components shall be suspended for the remainder of the 2019-20 school year. In recognition that much of the evaluation process may be complete and if mutually agreed to by employee and administrator, the 2019-20 evaluation may be completed by October 31, 2020. Otherwise, the staff member will be on eval cycle for the 2020-21 school year. To the best of their ability,

staff will follow the acceptable use policy for technology. Staff members shall not be evaluated or disciplined for inappropriate behavior of children in their own household or students while they are engaged in Distance Learning.

16. Leaves

- a. Effective Monday, March 16, 2020, which was the first day of the school closures, for the duration of this MOU, unit members shall not have any of his/her accumulated sick days deducted as long as the unit member is available to work remotely. Further, if the District deducted any unit member's accumulated sick days between March 16 and March 25, 2020 during this period, his/her sick days shall be restored. (This does not apply to worker's comp, disability as stated in 16.e.)
- b. When Unit members are directed to be absent from their school or worksite by order of any local, state or federal agency, including the District, the employee shall receive full pay and benefits for so long as the agency requires and/or recommends the closure. Effective March 26, 2020 and moving forward, no employee will be charged sick leave or docked pay if the school or worksite is closed for health and safety reasons if the employee is otherwise available to work.
- c. Unit members who may have been or were potentially exposed to the coronavirus and are individually required by the District or a Public Health official to be quarantined or required to be self-quarantined when schools reopen shall be placed on paid leave, which will not be deducted from the member's sick, personal or extended illness leave. This paid leave will expire at the end of their current contract year or June 30, 2020 whichever is earlier.
- d. Unit members who have a doctor's note indicating a higher risk for serious illness from coronavirus because of age, a serious long-term health problem, or live with someone in that category, shall not be required to report to a worksite during school closures. And unit members with children or adults in their home that they care for will not be required to report to a worksite during school closures. However, they should remain available and accessible to work remotely as able.
- e. Any certificated bargaining unit member on a disability leave, or on leave as a result of worker's compensation prior to and continuing through the closure period shall not be amended, but rather will continue as originally approved unless the claim is withdrawn.

17. Safety

- a. After the school closure and with the understanding that there is a shortage of supplies of hand sanitizers and other supply items in high demand, the District will at minimum provide soap for classrooms with sinks and bathrooms, and make available spray bottles with soap for staff use. As hand sanitizer becomes available it will be provided in common areas and classrooms.
- b. The District will regularly stock sinks in the staff break rooms, bathrooms, cafeterias/kitchens, classrooms, and janitorial closets with soap.

- c. In addition to the daily cleaning procedures, the District will clean and sanitize high touch points during the COVID – 19 outbreak.
 - d. In the event of a confirmed or likely COVID-19 infection of a district employee, student or community member utilizing district facilities, the District will inform the Association and any potential exposed staff members.
 - e. Districts will comply with Centers for Disease Control (CDC) and Cal-OSHA guidelines.
18. The District will provide assistance as needed to effectuate the performance of duties remotely. Unit members teaching online shall perform professional duties equivalent to his/her classroom teaching assignment assigned prior to the emergency COVID-19 school closures.
19. The parties agree that the District shall have the sole and exclusive right to determine whether a school is closed, maintained as open, or reopened after closure. In the event any District facility is closed, or any District operations are curtailed due to the coronavirus epidemic, unit members will not suffer any loss of pay or benefits relative to their regular schedules (e.g. 6/5, stipends, members who conduct PLCs) for the period of closure or curtailment, but shall continue in paid status, while performing work duties remotely to the extent possible under the circumstances of this emergency. Unit members who are not ill will not be required to use paid sick leave, but shall remain in paid status, remain available, and perform work duties remotely as described above. Unit members who do not make themselves available to work remotely for Non COVID-19 related reasons, may use available leaves as appropriate.
20. If the District may require some unit members determined to be essential to its continued operations to remain onsite and perform their regular work assignment or work outside of their regular work assignment pursuant to Government Code §3100, the district will provide notice to ESTA and schedule the opportunity to bargain over any specific contemplated changes to their normal work duties.
- Other unit members not required to remain at work shall be “on call” and subject to direction by the District during their normal scheduled workday.
21. The District shall comply with requirements of California Executive Department Executive Order N-26-20 and future orders as they are provided.
22. Upon State/County/District determining schools are safe to reopen, the District shall provide at least 24 hours notice to all unit members to prepare for the return to the classroom with students. When schools are to reopen, unit members will be provided one unit-member directed prep day prior to the return of students. There may be an operational staff meeting on the prep day not to exceed 45 minutes.

- 23. The parties agree that nothing herein limits the District’s authority to exercise its emergency powers as established by law, the applicable collective bargaining contract, board policies, and administrative regulations.
- 24. This Memorandum of Understanding resolves known negotiable effects of school closures due to the COVID – 19. The Association and EUHSD reserve the right to negotiate any additional impacts of school closures in the 2019-20 school year based on new guidance, directives from any state or federal agency or should new circumstances arise.
- 25. This MOU shall not be precedent setting nor form any basis for a past practice. It is agreed and understood that this agreement is subject to ESTA review and the approval of the Board of Education.

This MOU shall expire on June 30, 2020, or when it’s been deemed by the California Public Health Officials and the District that it is safe to return prior to June 30, 2020. Should the school closures extend beyond the expiration of this MOU, the parties shall meet again to meet and confer and bargain over the impacts and effects of the extended closures.

ESTA
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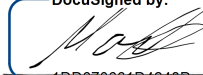
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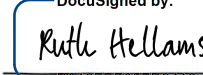
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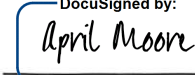
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