

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE SAN DIEGO UNIFIED SCHOOL DISTRICT**  
**AND**  
**THE SAN DIEGO EDUCATION ASSOCIATION**  
**DISTANCE LEARNING DUE TO SCHOOL CLOSURES DURING COVID-19**  
**PANDEMIC**

**April 2, 2020**

The San Diego Unified School District (“District”) and San Diego Education Association (“Association”) enter into this Memorandum of Understanding (“MOU”) regarding distance learning related to the COVID-19 pandemic.

The Parties recognize there is a need to close schools (“emergency school closure”) and move to a distance learning model to allow for social distancing, as recommended by public health officials to prevent the spread of COVID-19 during the 2019-2020 school year.

The District and SDEA agree as follows:

**1. Acknowledgment of Public Schools as an Essential Community Service**

- 1.1. The Parties recognize that no distance learning model can provide a comprehensive and sufficient learning environment. Our schools are critical providers of not only education but basic social services like food, healthcare, and mental health counseling.
- 1.2. Due to the unprecedented circumstances of the COVID-19 pandemic SDUSD is launching a distance learning program to provide continued educational opportunities to San Diego Unified’s students.

**2. Defining “Distance Learning,” Assessment, and Student Expectations**

- 2.1. The District and SDEA recognize the importance of maintaining safe learning opportunities for the benefit of the 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 are in different locations. Methods could include on-line instruction, printed instructional materials, phone calls, emails, text reminder applications, and other means of communication.

- 2.1.1. As educators work to implement distance learning, flexibility and grace for all will be crucial. At this moment, we will all need to model resilience, critical and creative thinking, thoughtful responsiveness, and empathy to ensure that students continue to grow personally and academically.
- 2.2. District and State summative assessments scheduled after March 13, 2020 have been suspended.
- 2.3. Students will be “held harmless,” and will not receive a lesser grade than their grade after March 13, 2020, as a result of engaging in distance learning. During the implementation of distance learning, educator-assigned tasks and activities can only result in improving academic and citizenship grades. Educators may offer make-up opportunities for tasks assigned prior to school closure. This aligns with the State Superintendent of Public Instructions’ (SSPI) recent statements that assessments should not be used during this time as a summative measure, but rather as a formative measure to gauge instruction and areas where students may need support. Following further guidance from the California Department of Education (CDE), SSPI, or Governor, the parties will meet again to determine additional options for grading to ensure equity.
- 2.4. The District, in collaboration with SDEA, agrees to make provisions for certificated staff to enable students to engage in distance learning. This model will provide unit members with an alternative method of delivering instruction/services that does not require unit members to physically report to a work location.

### **3. *Implementing Distance Learning***

- 3.1. Bargaining unit members shall be provided time to prepare lessons and resources to transition to graded distance learning from April 6, 2020 through April 24, 2020 for traditional school calendar and from April 27, 2020 through May 8, 2020 for year-round school calendar.

- 3.1.1. Graded distance learning, and IEP timelines, will restart on April 27, 2020 for traditional calendar schools, and May 11 for year-round calendar schools. Unit members may start working on IEPs prior to these dates and after understanding the guidance on providing IEP services within the distance learning plan.
- 3.2. The District shall provide at least 1 hour, per month, to each unit member to be able to return to their worksite/workspace, during normal business hours, in order to collect any items the unit member deems necessary to conduct the distance learning program.
  - 3.2.1. The date and time when a unit member can return to their worksite/workspace to collect needed items shall be communicated to unit members by their administrator, at least one week in advance.
- 3.3. The District shall ensure unit members have access to all necessary equipment, and necessary resources to deliver distance learning, to the reasonable extent possible.
- 3.4. Unit members shall not be liable for damage to District equipment.
- 3.5. The District shall distribute appropriate printed instructional materials to students and families who are unable to access online instruction.
- 3.6. Unit members shall receive professional development on the use of technology and the delivery of instruction via distance learning. Professional development shall take place virtually prior to, and throughout, the implementation of distance learning. Professional development shall be appropriate for the different programs (e.g. early childhood, special education, speech/language, nursing, counseling, school psychology).
- 3.7. Information regarding training opportunities shall be communicated with all bargaining unit members via email.
- 3.8. The District shall provide unit members technical support via virtual tools. This may include access to technical support personnel, helplines, and other technical support from District staff and/or vendors, as well as instruction on distance learning platforms and instructional materials.

- 3.9. Unit members who have a concern with their appropriate space or equipment will have a process to contact the District to problem solve their concern. The Parties will monitor the implementation of this section in order to identify any members who may need additional support.

#### **4. *Workday and Hours***

- 4.1. Considering the personal challenges (e.g., members' own childcare/family concerns/needs), presented by the Order of the State Public Health Officer for "all individuals living in the State of California to stay home or at their place of residence", bargaining unit members shall not be required to maintain a prescribed daily schedule throughout the emergency school closure; however, unit members in secondary schools engaging in synchronous learning will need to collaborate with colleagues.
  - 4.1.1. Unit members shall not be expected to replicate the regular, in-person, school day when delivering distance learning instruction/services.
- 4.2. The daily schedule for unit members shall not be required to exceed 240 minutes of direct instruction and flex time.
  - 4.2.1. Direct service/instruction may be either synchronous (live) or asynchronous (pre-recorded).
  - 4.2.2. Flexible schedule time may include, but is not limited to, the following activities:
    - Planning instruction and/or services
    - Co-planning amongst colleagues
    - Virtual Office Hours
    - Monitoring Student Activity
    - Gathering Formative and Summative Assessments
    - Sharing Progress with Students and Families
    - Providing Feedback to Students
    - Grading
    - Collaborating with other unit members and Support Staff
    - Participating in Professional Development and Staff Meetings
    - Participating in IEP Meetings

- 4.2.3. The daily schedule for unit members who do not have a class of students assigned to them shall not be required to exceed 240 minutes, inclusive of direct/indirect services, instruction, and flexible schedule time.

## **5. Communication, Collaboration, Privacy, and Security**

- 5.1. Unit members shall check their District email daily during the regular work week.
- 5.2. Staff may collaborate virtually as they deem necessary and appropriate while they are engaged in distance learning. Recognizing this unique situation, the time and manner of collaboration will not be prescribed by District or site administration.
- 5.3. On a weekly basis, unit members shall inform parents and students of their availability to provide support and clarification via email and/or other virtual platforms. Unit members shall not be required to provide personal cell phone numbers or personal email addresses in communications with parents or students.
- 5.4. Virtual staff meetings, if needed, shall be held in accordance with the current negotiated agreement. Unit members who are not available during the scheduled staff meetings are responsible for watching a recorded version (if made available).
- 5.5. During the time of COVID-19 schools' closure, required professional development shall be limited to distance learning strategies and use of technology, including maintaining professional boundaries.
- 5.6. Unit members shall not be *required* to use any form of live video to provide distance learning services.
  - 5.6.1. The District shall create acceptable use policies on the use of live video distance learning platforms.

## **6. Curriculum, Content, and Scheduling of Distance Learning**

- 6.1. Any curriculum resources or lessons provided by the District should be considered the suggested baseline (or a starting point for instruction

during this period of distance learning). Teachers may customize the content to meet the needs of the students in their class(es). Bargaining unit members may develop activities to support and encourage their own innovative teaching modalities.

- 6.2. Bargaining unit members will be expected to provide instruction, resources, and support to students through distance learning.
- 6.3. Teachers will not be required to turn in lesson plans.
- 6.4. The coursework provided to students shall have the intention of promoting continuity of learning while students are not in school. This will include enrichment, intervention, and/or exposure to new material. The pace of instruction shall be at the discretion of the teacher based on the needs of one's students.

## **7. Counselors and Nurses**

- 7.1. Counselors may provide virtual or telephone appointments to students for regular school counseling, monitoring, and guidance. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as determined by the counselor's professional discretion.
- 7.2. School Nurses may provide regular school nurse services to students via email, telephone, or other virtual tools, as determined by the school nurse's professional discretion.
  - 7.2.1. Any school nurse that receives District approval to volunteer, and is accepted into the California Health Corps, or the San Diego Medical Reserve Corps, shall maintain paid status with SDUSD while volunteering.
- 7.3. The District shall provide further guidance on implementing a distance learning program for school counselors and nurses.
  - 7.3.1. Such guidance shall not contravene the terms of this MOU and the CBA.

## **8. Special Education**

- 8.1. The parties agree to meet at the request of either party to address implementing guidance from the CDE and/or Federal Department of Education in order to provide equitable and appropriate education for students with special needs.
- 8.2. To the maximum extent possible, unit members who provide special education services and/or instruction will provide continuity of educational services through a variety of distance learning resources as appropriate so that the students have access to the same learning opportunities as their general education peers, during the COVID-19 pandemic.
- 8.3. The District shall provide secure distance learning tools to hold any necessary IEP meetings, and to meet and collaborate on IEPs.
- 8.4. Before April 27, 2020, the District shall provide further guidance on completing IEP assessments, writing IEPs, and implementing the special education program in the distance learning model.
  - 8.4.1. Such guidance shall not contravene the terms of this MOU and the CBA.

## **9. Compensation and Evaluation**

- 9.1. Unit members will continue to be compensated for any extended day units they were assigned for the 2019-2020 school year.
- 9.2. Teachers at secondary schools who have reached individual agreements with their administrator, prior to the closure of schools on March 16, 2020, to work through their preparation period shall continue to be paid the rate they were previously paid for teaching through their preparation period.
- 9.3. It is recognized that staff is developing and experimenting with distance learning lessons, instruction, and/or services during this pandemic. As such, unit members shall not be evaluated or disciplined based on the method of delivery, or quality of instruction and services provided through the various distance learning modalities; this provision does not apply to employee misconduct, and/or violations of policy or law.

9.3.1 Unit Members will be “held harmless,” and will not receive a lesser employee evaluation rating than their rating on March 13, 2020.

9.4. Visiting Teacher pay will be pursuant to the terms set in the MOU reached by the parties on March 23, 2020.

### **10. Miscellaneous/Other Provisions**

10.1. Upon the State/County/District determining schools are safe to reopen, the District shall provide at least 2 work days’ notice to all unit members to prepare for return to worksites.

10.2. The first workday back to District work sites shall be a non-student day for preparation to resume in-person classes, and all District classrooms/facilities shall be cleaned/disinfected pursuant to the highest-level requirement(s) of local, state, and/or federal health authorities.

10.3. Disaster Service Worker Status

If any unit member is assigned work as a disaster service worker (DSW) to perform duties under California Government Code section 3100, the District and SDEA shall meet and negotiate the working conditions and compensation for all classifications subject to DSW work.

All components of the current Collective Bargaining Agreement between the SDEA and District not addressed by the terms of this agreement or the MOU date March 23, 2020 regarding Visiting Teachers, shall remain in full effect. This agreement is non-precedent setting.

Given the fast-changing nature of this pandemic, the parties may amend, delete, or add to this agreement with mutual consent.

This MOU resolves the negotiable effects of distance learning due to COVID-19. The District and/or SDEA reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures in the 2019-20 and 2020-2021 school years.

This MOU shall expire in full without precedent on July 22, 2020, unless extended by mutual written agreement.

