

Memorandum of Understanding - COVID-19/RSSL SCESDEA & SCESD

The South Coast Education Service District ("District") and the South Coast ESD Education Association ("Association") enter into this Memorandum of Understanding ("MOU") regarding the implementation of the Governor's Executive Order 20-29 related Ready Schools Safe Learners: K-12 Instructional Activities and the provision of school-based services during the 2020-2021 academic year.

The anticipated duration for this MOU is from the date of the agreement through the end of the ESD and/or districts respective school calendar years. Licensed Educators should follow their calendar as a designated end of their work year.

The District and the Association agree as follows:

Calendar & Work year

- Due to the COVID environment our regional K-12 school districts and Early Intervention/Early Childhood Special Education (EI/ECSE) have varied start dates from the norm. Each Licensed Educator member will work with their administrator to develop a school calendar that meets their needs for preparation, caseload and assigned school district calendar not to exceed their contracted amount unless additional contracted hours are provided.

Licensed Educator Placement

- Licensed Educators who have not received workplace accommodations will be required to physically report to their assigned building(s) unless a stay home order is in place or a closure is required due to an outbreak.
 - Licensed Educator must self-screen daily for COVID symptoms. If a Licensed Educator member or their immediate family member exhibit symptoms, they will not report to the school building and will communicate with their administrator to determine if they can work remotely or call in a substitute Licensed Educator.
- Licensed Educators will follow their job description and assignment for which they were hired to complete.
 - If a position is unable to be fully implemented due to the instructional model chosen, the district will collaborate with the Licensed Educator to reassign them temporarily to serve an unmet need in which they are qualified to perform. Such reassignments shall be consistent with the CBA and within the educator's position description.

Safety/PPE

- SCESD will fully implement sections 1-3 of the RSSL guidance and develop processes to follow all required protocols for safe workplace and student interactions.
- Licensed Educators will be trained on all safety procedures using RSSL, OHA, OSHA or CDC guidance as it applies. Administration will work collaboratively with

Licensed Educators who serve students with complex needs that require specialty safety procedures to develop and establish safe engagement practices.

- Licensed Educators who are concerned about safety practices in the component districts they serve will report them to their administrator. SCESD will make every effort to collaborate with the component district leadership to assist them in adjusting practices to meet RSSL Sections 1-3 guidance.
- Licensed Educators will utilize the PPE provided by and/or approved by the district as outlined in protocols for the specific education task which they are performing (i.e., hygiene, feeding, moving/positioning, evaluating...). Requests for additional PPE shall not be unreasonably denied.
- Licensed Educator must self-screen daily for COVID symptoms. If a Licensed Educator member or their immediate family member exhibit symptoms, they will not report to the school building and will communicate with their administrator to determine if they can work remotely or call in a substitute Licensed Educator.
- During instruction or when therapy is being delivered when students are on-site in any form the Licensed Educators will assist with the cleaning procedures outlined in protocols and support their instructional staff in maintaining a clean environment as designated in protocols.
- Itinerants and office based Licensed Educators will be asked to support "clean in and clean out" procedures (see protocol) in their offices and common room areas not to exceed 15 minutes throughout the day.
- The district has evaluated its ventilation, air filtration, and HVAC systems and shall make every effort to minimize indoor air recirculation while maximizing fresh outdoor air.

Training and Technical Support

- The District shall provide Licensed Educators with general technical support for the instructional methodology implemented to include:
 - Access to technical services personnel
 - Training on virtual learning instruction platforms
 - Accessing selected digital instructional materials
- Licensed Educators shall receive training on the use and delivery of instruction via on-line platforms based at SCESD or in the component districts they are assigned.
- SCESD Program Administrators will seek input from Licensed Educators on additional training needs and presenters and provide said training if the level of training time and associated costs are achievable.

Instructional Models

- The EI/ECSE, K-12 School Districts, Agencies and Partners (e.g. Head Start) we serve can each select a different learning model that can change based on state metrics, situations of outbreak in their organization or requirements placed on the

agency we serve. It is understood that SCESD is required to provide contracted services within the model selected and that licensed educators will follow the instructional model of the district in which they are assigned. If and when the model changes, the Licensed Educator will adjust their practices to the current model being implemented.

As a result, SCESD Licensed Educator may be assigned:

- **In-person/Hybrid:** Students on-site all of the time or part of the time based on the district blueprint.
- **Comprehensive Distance Learning (CDL):** Students off-site all of the time accessing services both synchronously and asynchronously with both Licensed Educator facilitated learning (50% of the time) and applied learning programming (50% of the time).
- **CDL with Exceptions:** Some students off-site all of the time accessing services both synchronously and asynchronously with both Licensed Educator facilitated learning (50% of the time) and applied learning programming (50% of the time) with K-3 allowed to be on-site and limited on-site in grades 4-12.
- **CDL w/limited in-person:** Students off-site accessing services both synchronously and asynchronously with both Licensed Educator facilitated learning (50% of the time) and applied learning programming (50% of the time) and limited in-person services on-site based on student's individual plan and schools ability to adhere to required guidelines up to two hours a day.
- **Short Term Distance Learning:** During an outbreak and for no longer than 4 weeks distance learning can be instituted before moving to CDL.

Instructional Delivery

- Licensed educators operating as K-12 classroom teachers in a CDL/CDL with limited in-person environment will make daily contact with students' in-person or via another technological way such as email, zoom meetings, phone call, or other agreed upon method.
- Licensed educators operating as classroom teachers in the EI/ECSE program in a CDL/CDL with limited in-person instruction model will make contact with students as frequently as stated in their IFSP/CDL plan, in person or via another technological way such as email, zoom meetings, phone call, or other agreed upon method.
- Licensed Educators who provide related services and consultation supports in a CDL/CDL with limited in-person will implement services in accordance with IEP/IFSP with students in person or via another technological way such as email, zoom meetings, phone call, or other agreed upon method.

- Licensed educators in the K-12 setting will provide teacher facilitated (synchronous and asynchronous) and applied learning instruction services daily in accordance with RSSL guidance and as indicated on IEP.
- Licensed educators, if required by guidance, will have designated office hours during their regular work schedule for students, families, teachers, and multi-disciplinary partners to access additional assistance for teacher facilitated or applied learning objectives.
 - There may be times when a family needs to access the Licensed Educator outside their typical work hours. The district will work collaboratively with the Licensed Educator to identify a mutually agreed upon solution for the parent request for afterhours contact.
- Licensed educators will provide alternative means to deliver instruction/therapy to students who do not have internet access.
- Licensed Educators will have pre-scheduled virtual class meetings for students who are in CDL/CDL with Limited In-Person that are in-line with the component district/building in which they are assigned.
- Licensed Educators who provide CDL/CDL with Limited In-Person are expected to deliver video-based instruction, whether it is live, recorded and posted to the instructional platform or as agreed upon through links to YouTube or other sources.
- Licensed Educators will be provided instruction and coaching supports as needed. Administrators will support by participating in virtual meetings and in-person observation with students.
- Licensed Educators will keep data on student progress for regular reporting as outlined in IDEA and RSSL guidance to parents. This will be done in tandem with the district that they are assigned and regular grade reporting periods.

Staff with Accommodations

The district will distribute the collectively bargained Request for Workplace Accommodations to all Licensed Educators and utilize the process therein. If a licensed educator is granted accommodations where they will complete work tasks from home the following will be implemented:

An educator whose been reassigned and/or that has to follow an instructional model changed by an agency/organization served by the ESD shall have an opportunity to seek accommodation under this process.

Staff with Accommodations - Equipment

- The District will provide each employee a District issued computer.
- Employees will use their telephone for district business. Employees can use *67 to block their number when calling from their personal phone.
 - The Remind app can be used to mask their personal number.

- Employees will use their district email accounts to communicate.
- Administration will work with each employee to provide additional agreed upon equipment necessary to perform the assigned work
- Any equipment purchased by the employee that is expected to be reimbursed will require administrator's prior approval.
- Employees shall not be liable for damage to District equipment, unless there has been demonstrable negligence in the handling of such equipment.

Staff with Accommodations - Accountability

If workplace accommodations are agreed upon with the Licensed Educator where the Licensed Educator is conducting work from a home based location the following will be implemented:

- Each Licensed Educator will work collaboratively with their administrator to determine their individual work plan with designated activities and due dates using collectively bargained forms.
- If a Licensed Educator fails to meet expectations outlined in their work plan to include all assigned activities, the District may use its typical processes to address the expectations or performance concerns, including progressive discipline subject to just cause standards.

Evaluation

Licensed Educators will participate in the district's adopted evaluation process in the 20-21 school year.

- The Licensed Educator and the administrator will collaborate on goals and technical needs for the educator to complete their work tasks in a RSSL environment.
- Technical assistance and training will be provided in areas of need and the Licensed Educator will be measured on their individual growth in this area.
- Administrators shall take into account unprecedented pandemic related challenges in making evaluation assessments.
- The district shall notify the association in advance of any improvement and/or deficiency related meetings with licensed probationary educators.

Workload

- The work expected of Licensed Educators shall not be greater than that expected before school closures and implementation of RSSL. In recognition that specific work tasks may be different for Licensed Educators than those required before school closures and implementation of RSSL, the distribution of work shall be equitably assigned.

- Workload/Caseload concerns will be processed using Article 16 of the CBA.
 - The process and forms developed by the team during the 20-21 school year will be utilized.
 - An exception to the process and Article 16 for the duration of the MOU is that the committee shall meet within 2 weeks of the licensed educator completing the forms/process.
 - In consideration of additional learning curves related to new operations and time requirements related to various additional safety protocols, the district shall comply with Preparation/Planning time requirements in Article 15.E.

Leaves

- If a Licensed Educator must take leave for a COVID-19 related issue, they may qualify for all or part of the Expanded Family and Medical Leave under the Families first Coronavirus Response Act (E-FMLA). The district will work with the Licensed Educator to determine what leave they qualify for. E-FMLA allows for 10 days of emergency leave at a 100% pay for COVID symptoms and up to 12 weeks at 2/3 pay for child care/school closure. The E-FMLA protected leave is not in addition to the total FMLA leave entitlement of 12 weeks in a 12-month period. The Licensed Educator may authorize the district to apply all accrued leaves to offset their loss in pay. Once all leaves are exhausted and the Licensed Educator is not able to return to work, the district will work with the Licensed Educator and unit to review leave of absence options. There may be provisions that are different for those that have a qualifying ADA condition. It is recommended that they reach out to their program administrator and/or the human resources department for discussion of options. Expanded leave is in effect until December 31, 2020. The district will comply with any new regulations as they are released.


The parties agree to waive the ten (10) consecutive day Sick Leave Transfer requirement in Article 17.

Additional Bargaining

This MOU has been reached based upon Executive Orders and the RSSL guidance existing as of the date of execution by the parties below. The parties acknowledge that the conditions and requirements have the ability to change throughout the year. Therefore, either party may reopen this agreement for renegotiation upon any of the following:

- Executive Orders or RSSL guidance is issued that conflicts with or modifies the terms of this MOU.
- Executive Orders or RSSL guidance is issued that raises additional issues that are mandatory subjects of bargaining.

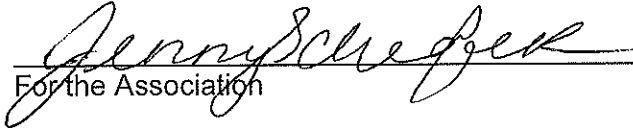
The Association and the District hereby agree that this MOU supersedes any conflicting provisions of the current collective bargaining agreement between the parties. The parties agree that this MOU satisfies any bargaining obligation imposed by the PECBA regarding the decisions and impact of the terms of and conditions of employment that are addressed above.



For the District

9/9/2020

Date



For the Association

9-11-20

Date