

MEMORANDUM OF UNDERSTANDING
BETWEEN
LA MESA-SPRING VALLEY SCHOOL DISTRICT
AND
LA MESA-SPRING VALLEY TEACHERS ASSOCIATION
REGARDING COVID-19 CORONAVIRUS
March 31, 2020

This Memorandum of Understanding (MOU) is between the La Mesa-Spring Valley School District (District) and the La Mesa-Spring Valley Teachers Association (Association).

The COVID-19 crisis, emergency school closure, and emergency stay-at-home order have created an ongoing need to provide distance learning and communication opportunities for students.

The purpose of this MOU is to address the parties' shared interests in protecting unit members' health and safety, safe working conditions, and to enable all unit members to provide continuity of learning opportunities for all students.

The District and the Association agree to the following:

When Schools Are Closed

1. Unit members will be provided updates by email or phone regarding school closures, including any decisions to extend school closures. Unit members will continue to check their email regularly to stay informed and respond to inquiries.
2. In the event unit members are directed or required to report to their worksite while their worksite is closed to students, the District shall take all appropriate health and safety measures regarding cleaning and sanitation before any members return to the worksite.
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 expected to plan for and facilitate distance learning and communication.

Compensation, Benefits and Leaves:

4. Unit members' compensation and benefits shall not be reduced during the emergency school closure except as provided herein, as well as the parties' collective bargaining agreement, board policy, and other applicable state and federal law.
5. The parties agree that unit members who are unable to meet the expectations included in this MOU regarding distance learning and service work shall use any sick leave or personal necessity leave entitlement that they may be eligible for consistent with law and the parties' collective bargaining agreement. The parties agree that all collectively bargained leave provisions will remain in full effect for the duration of the pandemic. Eligible unit members will also be entitled to any new COVID-19 federal and/or State leave benefits. On a case by case basis, unit members who are on an existing or scheduled approved paid leave who are able to fulfill the requirements of this MOU regarding distance learning and service may contact Human Resources to determine their eligibility to return to work.

Distance Learning and Communication:

6. During school closures, both parties recognize the intention of distance learning and communication shall promote continuity of learning opportunities while students are not in school, which will include enrichment and intervention. It is not the District's intention to replicate a traditional learning day. The

MEMORANDUM OF UNDERSTANDING
REGARDING COVID-19 CORONAVIRUS

pace of the instruction will be based on the needs of students and consistent with grade level standards. Traditional grading expectations are suspended during this period, except as otherwise required by law or governmental order.

7. Unit members will be provided guidelines for the distance learning model and recognize the need for flexibility in scheduling and delivery. In most cases, unit members will prepare and provide distance learning instruction and communication during regular work hours defined in the parties' collective bargaining agreement (Article 4: Hours of Employment).
8. The District will work with unit members as necessary to ensure that they have the requisite professional development/training (e.g. online curriculum tools, Zoom, Google Classroom/Handouts, etc.) and technology devices to support students in the distance learning environment. As needed and appropriate, the District will work with any unit member who requires additional support and/or training to engage in effective distance learning.
9. 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.
10. Special Education teachers and related service providers will accommodate, and/or adapt lessons to address the needs of students' IEPs, to the best of their ability, in a distance learning environment. Administrators, teachers and or special education case managers shall communicate the distance learning plan for their students to parents. Both parties agree to continue working together regarding responsibilities for conducting IEPs and other related duties.
11. The Parties acknowledge that these are extraordinary circumstances and that while unit members may not have a set daily schedule in light of the challenges presented during this pandemic (e.g., childcare), they will be expected to provide instruction, resources, and support to students through distance learning.
12. The Teacher's Association and district understand that there are unit members unfamiliar with distance learning. Unit members who engage in good faith efforts to implement distance learning shall not be subject to any disciplinary action for such efforts.

Evaluations:

13. Current collectively bargained timelines for staff evaluations and related components shall be suspended for the remainder of the 2019-2020 school year. The 2019-2020 Evaluation cycle will be considered successfully completed based on LEEP (Leading Effective Educator Practice) activities and evidence collected prior to the March 13th school closure.

When Schools are Reopened with Students:

14. When the State/County/District determines that it is safe to reopen schools, the District shall promptly notify unit members by email or phone.
15. Unit members shall be provided one workday for classroom preparation prior to the return of students.
16. The District will ensure that all unit member classrooms and work areas have been cleaned in accordance with public health guidelines before students return.
17. Unit members who are at a higher risk for serious illness from coronavirus because of age (65 years and older), a serious long-term health problem, or otherwise as required by law, shall not be required to report to a worksite when schools reopen during the COVID-19 pandemic. Unit members will contact Human Resources to determine eligibility for leave.

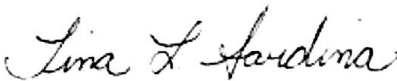
MEMORANDUM OF UNDERSTANDING
REGARDING COVID-19 CORONAVIRUS

Evolving Public Health Concerns:

18. The parties agree that this MOU addresses the impacts and effects following the District's decision to proceed with distance learning during school closures caused by COVID-19. If new legal or regulatory requirements are inconsistent with this MOU, or necessitate adding to or revising this MOU, the parties agree to promptly meet and negotiate.
19. The MOU shall be non-precedential, and shall expire at the end of the emergency school closure period or on June 17, 2020, whichever is later, but may be extended by mutual written agreement.
20. The District and Association reserve their rights to negotiate additional negotiable impacts.

The undersigned represent that they are authorized to execute this MOU.

For the District



Tina L. Sardina
Assistant Superintendent, Human Resources

For the Association



Dennis Blevins
President, Teachers Association



Emily Scheitlin
Bargaining Chair