

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**La Mesa-Spring Valley School District and**  
**La Mesa-Spring Valley Teachers Association**  
**August 20, 2020**

**Distance and Hybrid Instructional Delivery Models**  
**2020-2021 School Year**

The District and the Association enter into this Memorandum of Understanding ("MOU") to address negotiable impacts related to State of California requirements that the 2020-2021 school year commence with a distance learning model for instruction. This MOU also addresses initial negotiable impacts related to a hybrid learning model (blended, in-person instruction and distance learning) for instruction, as well as an eventual return to an in person learning model (full return all students, everyday), with recognition that further negotiations will be necessary about negotiable impacts for transitions to hybrid and in-person models.

During this unique school year, the District, Association and employees must be prepared for transition between distance and hybrid learning models, and possible re-entry into one or the other due to COVID-19 local conditions. We agree to meet in a timely manner to negotiate the effects of hybrid and in person learning models.

Regardless of the delivery model (distance or hybrid learning), the District and the Association agree that such instruction and the duties and obligations of certificated personnel shall comply with the requirements of Senate Bill 98.

For purposes of this MOU, "distance learning" is defined "as instruction in which the pupil and instructor are in different locations and pupils are under the general supervision of a certificated employee" of the District. See Education Code section 43500. A hybrid learning model is defined as instruction that combines both in person instruction at school or other physical location, and distance learning.

Workspaces shall be available for employees at sites and other District locations as determined by the Superintendent or designee. When the distance learning model is in effect, and students are not physically present at school for instruction or related services, then employees will be permitted to work remotely, provided the employee has access to reliable technology, internet and phone service. When the hybrid and in person models are in effect, employees shall be required to conduct instruction and related services in person (at their assigned work location), unless an alternative is provided through the interactive process as described in this MOU. When legitimate performance or technology concerns warrant, the District may require in person attendance on campus by the employee regardless of the instructional delivery model in place.

The District shall work in good faith to inform employees and their representatives as soon as possible of the planned operational conditions for the return to schools or directives for school closure.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement (CBA) between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. In the event of an anticipated conflict, the parties shall meet immediately to address and negotiate the issue(s).

Article 4 (Hours) of the CBA shall continue to apply regardless of the particular educational delivery model(s).

**A. Distance Learning and Hybrid Learning Models.**

1. Safety, Hygiene and Cleanliness:

**Applicable Orders and Requirements.** During the term of this MOU, the District shall adhere to the California Department of Public Health’s (“CDPH”) Industry Guidance for Schools and School-Based Programs, released July 17, 2020, and as amended during the term of this MOU. The District shall also adhere to other applicable and mandatory requirements regarding COVID-19 issued by the CDPH and Centers for Disease Control and Prevention (“CDC”), California Department of Education (“CDE”), California Department of Industrial Relations Division of Occupational Safety and Health (“Cal-OSHA”), and the County of San Diego Health and Human Services Agency (“County Health”). The parties agree to meet as soon as possible to address negotiable impacts and effects of revisions to applicable requirements not already addressed in this MOU or CBA.

**Face Coverings and PPE.** When physically at work, all staff must use face coverings as required by CDPH. Appropriate alternatives shall be implemented for those unit members who are exempt from such requirements in accordance with CDPH guidelines.

The District shall provide PPE to all unit members for every day the unit member reports to a worksite. Unit members may bring their own PPE so long as the PPE complies with current public health requirements. Face coverings are required to be worn properly (covering mouth and nose), at all times individuals are on a school campus, indoors or outdoors. This applies to all staff, visitors and students (ages two and above, subject to applicable exemptions).

In limited situations where a face covering cannot be used for pedagogical or developmental reasons, (i.e. communicating or assisting young children or those with special needs) alternative PPE that is in accordance with CDPH guidelines (e.g., a face shield) shall be implemented along with physical distancing precautions.

**Physical Distancing.** When instruction transitions to hybrid and in person learning, the District shall adhere to minimum physical distancing requirements between employees, between educator and student workspaces, and between employee workspaces, as prescribed by CDPH (currently six feet). Spacing between student desks will also be maximized to the fullest extent practicable.

**Cleaning/Ventilation.** The District shall ensure that all school sites/work locations are adequately sanitized before employees return and shall ensure that all sinks (including those located in staff break rooms, all bathrooms, cafeteria/kitchens, classrooms, and janitorial closets) are functioning with water and kept stocked with soap and paper towels or hand dryers. Outdoor hand washing stations will be available to each classroom that does not have a functioning sink. Sanitizing products shall be provided for every classroom, workroom, workstation (for those employees who do not have a traditional classroom), office, cafeteria, and break room.

The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected as required, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using EPA-approved disinfectants, as determined by the District. Cleaning and disinfecting shall be done by trained custodial personnel and other trained personnel.

The District shall comply with CDPH requirements applicable to HVAC systems and ventilation. As part of that effort, the District shall ensure all HVAC systems operate in such a way as to deliver the greatest number of fresh air changes feasible per hour, including programming demand-controlled ventilation parameters to maximize outside air intake.

While distance and hybrid models remain in effect, the District shall not require in-person attendance at all staff meetings, professional development training and education, PLC meetings, Leadership Team Meetings and other group activities involving staff. IEP/SST/504 meetings should also be held virtually. When there is an extenuating circumstance requiring an in-person IEP/504 meeting, then physical distancing shall be adhered to and PPE shall be provided. To minimize the use of and congregation of adults in staff rooms, break rooms, and other settings, physical distancing requirements will be followed.

**Testing and Monitoring.** The District shall work with public health officials regarding ongoing testing and monitoring. The District shall follow CDPH and County Health requirements, as amended.

## 2. Distance Learning General Requirements:

The Parties agree to comply with Senate Bill 98 generally and specifically Education Code sections 43500, 43503 and 43504, as it relates to distance learning. Accordingly, distance learning shall include the following minimum components:

(a) Provision of access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work;

(b) Content aligned to grade level standards that is provided at a level of quality and intellectual challenge equivalent to in-person instruction;

(c) Academic and other supports designed to address the needs of pupils who are performing below grade level, or need support in other areas;

(d) Special education, related services, and any other services required by a student's individualized education program;

(e) Designated and integrated instruction in English language development;

(f) Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness.

(g) Documented daily participation for each student on each school day. Daily participation is defined to include:

(i) Evidence of participation in online activities (including completing assignment and assessments) or

(ii) Contact between the District and the student or parent/guardian. Students not engaged in daily participation must be marked absent.

(h) Each teacher shall ensure that a weekly engagement record is completed for each student, documenting synchronous and asynchronous instruction for each whole or partial day of distance learning, verifying daily participation and tracking assignments.

(i) Pursuant to Senate Bill 98, the District will develop a written procedure for tiered reengagement strategies for all students who are absent from distance learning for more than three school days or 60 percent of the instructional days in a school week. Certificated staff will be expected to implement the tiered reengagement strategies.

3. Curriculum:

Certificated staff will adhere to use of District-approved curricula and approved supplementary materials/resources as allowed by applicable Board Policy.

4. Technology Platform and Learning Management Systems:

Certificated staff will use technology platforms and learning management systems approved by the District.

5. Email and Communication:

Employees will check emails regularly and respond to parent/student requests within 24 hours (excluding weekends or holidays).

6. Instructional Support Employees:

Employees without a direct instructional role or who do not issue grades will be required to support the educational program as agreed to between the parties and as directed.

7. New Learning, Grades and Assessments:

Activities provided during distance learning are understood to comprise new learning as well as review, remediation and enrichment, and will require summative assessments and grading. As certificated staff will be accountable for providing learning activities for students, students will be accountable for completion of the work assigned, and will be issued grades accordingly.

8. Standards, Expectations:

All policies and procedures regarding professional conduct and performance remain applicable regardless of the educational delivery model being used, including distance learning.

9. Professional Development:

The District will provide professional development and support for certificated staff in the areas of technology, curriculum and instructional strategies in the virtual and hybrid settings to support staff in successful implementation of distance and hybrid learning. In addition, the District shall provide required COVID-19 related training as specified by the California Department of Public Health. As part of this effort, during this unique school year, additional professional development and informational meetings, will likely occur during the professional work day.

Every effort shall be made to provide additional planning and collaboration time for educators whose curriculum is not readily adaptable to online instruction.

The current side letter, "Combo Class Relief," remains in effect during hybrid and distance learning. The provided assistance can be used to support instruction for students at the discretion of the teacher.

When scheduling professional development or staff meetings, consideration should be given to selecting times, where possible, that least conflict with student learning.

10. Compensation and Benefits

While available for work and/or working under any model for school opening or during a period of total emergency school closure, employees shall continue to receive their full compensation and benefits. Employees who perform extracurricular duties shall continue to receive stipends and/or additional pay, as provided for under the CBA if the duties can and are performed.

Employees shall have access to free childcare, as per Article 5.4 of the collective bargaining agreement, subject to ESS continuing to be open, operational and providing childcare services.

11. Leaves

Employees continue to have all leave rights as provided in Article 7 of the CBA.

Employees who have exhausted accumulated sick leave and require additional leave for COVID-19 illness and quarantine, may access extended sick leave as provided in Article 7 of the CBA.

Employees who are placed on quarantine by a physician or county public health agency, due to suspected illness from or exposure to COVID-19, and cannot work, may access leave as provided in Article 7 of the CBA and as available through the Federal Families First Coronavirus Response Act (FFCRA).

Employees continue to have the rights provided under Labor Code section 230.8 in order to address child care and/or school emergencies caused by coronavirus-related concerns. Per Labor Code section 230.8 (b)(1), this leave is to be coordinated with leaves provided in the CBA as specified.

Between July 7 and December 31, 2020, employees shall be eligible for leaves pursuant to the Federal Families First Coronavirus Response Act (FFCRA).

The Parties acknowledge that the interactive process may be useful in resolving unique circumstances and challenges related to COVID-19, which may arise for employees with serious health conditions. As part of the interactive process, reasonable accommodations shall be explored including telework, where appropriate, or teaching in a virtual learning or independent study context.

The District agrees to initiate in a timely manner the interactive process for employees whose medical doctor designates them as “high risk,” “vulnerable,” or equivalent terminology as related to exposure to COVID-19.

12. Evaluation:

For the 2020-2021 school year, evaluations for permanent certificated employees with satisfactory evaluations will be suspended, but evaluations for temporary and probationary certificated employees shall continue. The Parties shall meet to address any other necessary modifications regarding the certificated evaluation process, as requested.

Administrators will have access to individual teacher' online lessons, lesson plans, and other instructional materials.

Administrators responsible for evaluating certificated employees will receive additional training in Certificated Evaluation for distance and hybrid learning.

13. Administration of Student Assessments

The District and Association agree that all efforts should be made to conduct formal and informal assessments virtually to the extent permitted by legal and test administration requirements. Staff will continue to carefully consider each child's individual needs and determine appropriate assessments and evaluations based on those needs. When in person evaluations are necessary, staff will be provided with safety protocols, appropriate personal protective equipment and other mutually agreed upon alternative and effective safety devices, such as plexiglass barriers and/or face shields. Staff will schedule assessments in order to minimize time spent in close proximity. When students arrive on campus they will be screened in accordance with applicable health orders, prior to the administration of in person assessments. Unit members may participate in the interactive process if circumstances exist that could prevent them from conducting in person assessments.

14. Special Education

The District will monitor educator caseloads and pending assessments on a monthly basis and review with Association leadership. When educators are disproportionately impacted by increased assessments or IEP meetings due to the impacts of school closure, a meeting shall be convened with the educator, special education program manager and site administrator to determine necessary supports.

**B. Miscellaneous**

1. Additional Negotiable Requirements:

In the event the State of California mandates alternative requirements for schools in response to COVID-19 after the date this MOU is executed, the parties agree to immediately initiate negotiations on the impacts. The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary. While some of the initial negotiable impacts related to distance and hybrid learning models are addressed herein, the parties recognize that further negotiations will be necessary to address other negotiable impacts related to the transition to hybrid and in person learning models.

2. Expiration:

This MOU shall expire on June 30, 2021 but may be extended by mutual written agreement. If and when students return to school for in-person instruction, the parties will meet to negotiate an expiration date sooner than June 30, 2021.

3. Non-Precedential:

The provisions of this Agreement shall not be precedent setting for any purpose nor shall they be considered a past practice or evidence of a past practice for any future purpose.

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

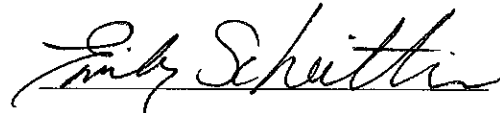
**Date: August 21, 2020**

**For the District:**

**For the Association:**



Ernesto D. Villanueva  
Assistant Superintendent, Human Resources



Emily Scheitlin  
Bargaining Chair, LMSVTA