

**MEMORANDUM OF UNDERSTANDING
BETWEEN SANTA CLARA COUNTY OFFICE of EDUCATION
AND
ASSOCIATION of COUNTY EDUCATORS**

School Reopening Related to Coronavirus-19/COVID-19 (COVID-19)

August 26, 2020

The Santa Clara County Office of Education (“SCCOE” or “County Office”) and Association of County Educators (“Association”) enter this Memorandum of Understanding (“MOU”) regarding the reopening of schools for the 2020-2021 school year.

This MOU is based on the following shared interests of the parties: (a) protecting the safety of all students and staff; (b) ensuring the County Office is providing equitable access to educational resources, technology, academic support and intervention, and services for all students and families; (c) ensuring flexibility in the instructional schedule to allow for adjustments in the delivery of instruction to students based on mandates or recommendations from governmental entities; and (d) providing the highest quality instruction and educational services.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The Parties acknowledge that bargaining unit members¹ may need to self-quarantine/self-isolate, become quarantined/isolated, and/or SCCOE may need to close a learning cohort or close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year.

Unless otherwise as noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreements between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the SCCOE and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreements (“CBA”) not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) *California Government Codes 3540 et seq.* apply and remain in effect.

The Parties agree to the following:

1. Definitions

- a. “Classroom” – is any academic, learning, assessment, or instructional space used by students, certificated, classified, parents, administrators, or other adults on a

¹ For purposes of this MOU, the term bargaining unit member refers to all employees employed in ACE represented bargaining unit positions irrespective of whether the employee is a dues paying member.

school campus. This applies to both indoor and outdoor learning spaces, and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus.

- b. “Cohort” – is a group of students that maintains social isolation and physical distancing. Cohorts are designed to remain stable and intact in order to prevent the spread of infection and illness arising from COVID-19.
 - c. “Common Equipment” – is any school equipment or structures that is designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, recess/playground equipment, physical education equipment, pens, pencils, etc.
 - d. “Common Space” – is any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but is not limited to, school offices, nurse stations, playgrounds, blacktops, quads or outdoor gathering spaces, hallways, bathrooms, etc.
 - e. “Face Coverings” –face coverings or masks as recommended by federal, state, and local public health guidance.
 - f. “Hand Sanitizer” – this product must contain at least 60% alcohol. Ethyl alcohol is preferred and should be used when there is the potential of unsupervised use by children. Isopropyl alcohol hand sanitizers are more toxic and can be absorbed through the skin. Hand sanitizers containing methanol are toxic and shall not be used. (See CDC and FDA Advisories.)
 - g. “Personal Protective Equipment” –equipment worn to minimize exposure to hazards that cause serious workplace injuries and illnesses.
 - h. “Physical Distancing” – also known as social distancing to help decrease the spread of the virus by increasing the space between people to at least six (6) feet or a distance specified by the SCCPHD, CDC or other governmental entity and reducing the number of different people with whom a person interacts.
2. Safety Equipment and Personal Protective Equipment (“PPE”)
- a. The County Office will make available face coverings for all unit members to use.
 - b. The SCCOE will provide Personal Protective Equipment (“PPE”) (e.g. masks, gloves, gowns, face shields, portable plexiglass barriers, etc.), as it deems necessary based on guidance and recommendation from SCCPHD, to unit members whose duties require the use of PPE.
 - c. In-lieu of using SCCOE-provided face coverings, unit members may bring their own face coverings so long as the face covering complies with public health guidelines and provides equivalent protection. Unit members shall not be required

to bring their own face coverings, and no unit member shall be disciplined or evaluated negatively for not bringing their own face coverings.

- d. The SCCOE will create a process, specific to each site, by which impacted unit members shall have access, daily, to the appropriate PPE. If the SCCOE cannot provide the appropriate PPE, and unit members do not have their own, members will be sent home for the day, without loss of pay or leave. Any in-person classes taught by the unit member will resume when sufficient face coverings or, as applicable, PPE is available.
- e. Bargaining unit members who provide specialized health procedures or close contact therapies can access N95 masks. This includes Nurses, Speech Language Pathologists, Adapted Physical Education Teachers, Vision Instructors, Audiologists, Orientation & Mobility Teachers, Special Education Teachers and Specialized Academic Instructors.

3. Face Covering Requirements

- a. Face coverings are required to be worn at all times by all adults on a school campus indoors or outdoors, except while eating or drinking. Face coverings are not required if a person is alone in an office, classroom, or other space.
- b. Face coverings are required for all students (transitional kindergarten through 12th grade) while arriving and departing from school campus; in any area outside the classroom (except when eating, drinking, or engaging in physical activity); while waiting for or riding on a school bus.
- c. Elementary school students should be encouraged but are not required to wear a face covering within their stable classroom cohorts. If, however, an elementary student who is otherwise able to wear a mask refuses to do so, the bargaining unit employee is to notify their principal for assistance in addressing the situation.
- d. Middle school/junior high school and high school students must use face coverings when in the classroom even if they are in stable cohorts.
- e. Face coverings may not be required for students or staff if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist. However, if a student engages in spitting and/or biting, the bargaining unit employee is to notify their principal and the County Office will take the appropriate steps to address the student's conduct.
- f. Unit members for whom the County Office approves an exception to the requirement regarding wearing a face covering, may be permitted by the SCCOE to wear alternative devices, including, but not limited to, face shields with neck drapes tucked into the shirt.

4. Hand Washing Requirements

- a. The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- b. All individuals shall make every effort to wash their hands or use hand sanitizer with at least 60% alcohol upon entering SCCOE sites and every time a classroom is entered.
- c. The SCCOE shall comply with the following hand washing requirements:
 - i. Every classroom and therapy room with a sink, will be stocked with soap (hypo-allergenic if needed for students or staff), hand sanitizer with at least 60% alcohol, and no touch hand drying equipment or paper towels.
 - ii. Non-classroom workspaces and common spaces shall be provided hand sanitizer with at least 60% alcohol.
 - iii. Hand sanitizer with at least 60% alcohol or portable hand washing stations shall be provided at commonly used areas and main entrances and exits.
 - iv. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as quickly as possible and prior to the beginning of each day that staff and/or students are on campus.

5. In the case of bargaining unit members being on a County Office operated campus/facility or a campus/facility over which it has control, the SCCOE shall ensure all HVAC systems are set to operate on the mode which delivers the most fresh air changes per hour. Air filters will be changed prior to the start of the school year and in recommended intervals in accordance with the manufacturer's recommendation for the best filtration, including open outdoor air dampers to 100% as indoor and outdoor conditions safely permit. Portables and/or other rooms without adequate central HVAC shall be equipped with air filters with a large enough capacity and flow rate for the square footage of the room. The parties affirm that public health officials have indicated based upon currently known information - which is subject to change - that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.

6. Adherence to Health Guidelines and Orders: SCCOE shall adhere to the most current COVID-19 guidelines and orders issued by the California Department Public Health ("CDPH"), , the Santa Clara County Public Health Department ("SCCPHD") and the California Department of Industrial Relations Division of Occupational Safety and Health ("Cal-OSHA").

7. Where there is a conflict between the guidelines or orders from CDPH and SCCPHD, the SCCOE will adhere to the most restrictive guidelines or orders in order to minimize potential health and safety risks for all unit members, students, and their families.
8. Physical Distancing Classroom/Instructional/Academic Learning Spaces: The SCCOE will, to the extent practicable, adhere to the physical distancing guidelines/requirements issued by the SCCPHD and/or the state of California.
 - a. However, whenever these guidelines/requirements are not practicable on a County Office operated campus/facility or a campus/facility over which it has control, the SCCOE will meet with the impacted unit members and provide alternatives which are compliant with the guidelines/requirements.
 - b. One-Way Directions/Movement: In order to help maintain physical distancing requirements in all common walkways and congregation areas (both outdoor and indoor), the SCCOE shall, in the facilities that it operates and/or over which it has control, create unidirectional pathways. These pathways shall be clearly marked to indicate the direction of travel and the six (6) feet physical distance spacing requirements. If it is impracticable to create unidirectional pathways, the SCCOE shall seek the input of the affected unit members as it creates a plan to limit contact between students and staff not directly in their cohorts.
 - c. School Ingress and Egress Points: Since students, parents, and staff tend to congregate in large groups at access points before and after school, school sites that the County Office operates and/or over which it has control will identify multiple access points to be used for student and parent ingress and egress before and after school. If it is impracticable to create multiple access points, the SCCOE shall seek the input of the affected unit members as it creates a plan to limit contact between students and staff not directly in their cohorts. Where possible, staff, students, and parents will be assigned an ingress and egress point for use when coming to school for in-person learning.
 - d. Unit members will not be required to enforce physical distancing rule violations; however, if they observe such a potential violation, they shall immediately notify their supervisor.
 - d. School sites may designate staggered start and end times for cohorts, but any staggered start or end times shall not create longer workdays for unit members.
 - f. Recess/Student Break Times: School sites administrators will implement, after receiving input from unit members, schedules that provide recess and break times for both students and unit members consistent with the following:
 - i. All recess and break times shall be designed to maintain physical distance requirements and to maintain cohort stability.

- ii. All recess and break times shall, to the extent possible, be staggered to minimize the number of different people with whom staff and students interact.
- g. Meetings and Gatherings:
- i. In-person meetings shall not take place until such time as applicable guidelines allow for such meetings. Until that time-meetings shall be held virtually and shall be scheduled during non-instructional time. IEPs, 504, SST, and other similar assessments, etc. shall be conducted in accordance with applicable guidelines.
 - ii. Large in-person gatherings (e.g. school assemblies) may take place when the CDPH and/or SCCPHD issue such guidelines.
- h. Back-To-School Night and Open House, and in-person Promotion/Graduation meetings or ceremonies for the 2020-2021 school year will be held virtually, unless the Superintendent determines otherwise based on SCCPHD guidelines.
- i. Student Cohorts: The Parties affirm that student cohorts are intended and designed to provide stable groupings of students that are maintained throughout each school day, and through each quarter, trimester, or semester, with an assigned primary cohort teacher, and systems are in place at the school site to prevent the mixing of classroom cohorts. To the extent that the County Office utilizes student cohorts, it will establish the same in accordance with the applicable guidelines issued by the SCCPHD.
- i. Student cohort sizes shall be consistent with the physical distancing guidelines and classroom/work area physical space available for students and staff.
 - ii. Students should remain in their same workspace as much as practicable.
 - iii. If students need to move to other workspaces in a classroom, the space should be cleaned before and after its use.
 - iv. Each student's belongings shall, to the extent possible, be separated and stored in individually labeled storage containers, cubbies, or areas. Each student's belongings are to be taken home each day to be cleaned.
 - v. SCCOE, working with unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected between uses.
 - vi. School staff shall limit the number of in-person visits to classroom cohorts in order to maintain the stability of the cohorts and to minimize the spread

of the illness. Staff not assigned as the primary cohort teacher shall use virtual methods of interacting with the student cohort, to the extent it does not interfere with SPED services or instruction.

9. Three instructional scenarios are outlined within this MOU: a distance learning model, a hybrid instructional schedule, and a traditional (in-person) instructional schedule with necessary modifications as directed by the County Office with consideration of the State of California and/or the County of Santa Clara recommendations, orders, and/or regulations. The parties understand that other instructional models may be developed by SCCOE in collaboration with ACE and implemented in order to respond to the current pandemic relating to COVID-19.
10. The instructional scenarios set forth in this MOU are meant to be adaptable and flexible in accordance with the SCCOE's determination of the guidelines from the State of California and/or the County of Santa Clara as well as for the needs of students and staff. The SCCOE maintains the right to switch between the various learning models identified in this MOU by providing notice to ACE bargaining unit members. The SCCOE will comply with applicable requirements/guidelines with respect to the closure of a classroom, school, or site that it operates and/or over which it has control. In situations where the County Office is moving from a hybrid or traditional in person instructional model to a Distance Learning instructional model, such change may take place the following business day. For changes from Distance Learning to hybrid or a traditional in person instructional model, the SCCOE will provide bargaining unit members and students at least 10 business days' notice.
11. The SCCOE will offer bargaining unit members the option of whether they will work from home or on campus/SCCOE facility/site during the term of this MOU, unless being required to perform other services as a Disaster Service Worker per California Government Code section 3101.
 - a. The workday shall not exceed the contracted hours per the parties' CBA. Bargaining unit members in teaching positions will provide services either on campus or remotely as set out in this MOU. Bargaining unit members employed in a teaching position will be provided notice of the specific hours they are required to maintain.
 - b. DIS unit members shall maintain their normal work hours and work remotely or may voluntarily provide services on campus/a SCCOE site until such time as guidelines or requirements are issued authorizing or requiring services be provided on campus via an in-person mode, at which time such DIS unit members will be required, unless otherwise excused by the SCCOE to provide services on a campus.
 - c. Bargaining unit employees shall be available via Zoom or email and respond to parents and students accordingly. Should parents/guardians or students need to speak to a bargaining unit member who is working from home, they will email the unit member, and the unit member shall call via telephone at a mutually agreeable time. It is recommended the unit members utilize [*67] to block their personal phone numbers or register online for a free Google Voice number.

- d. Bargaining unit members working from home shall perform professional duties equivalent to their assignment which was assigned prior to the COVID-19 school closures. Such duties shall be provided with no disruption.
- e. Bargaining unit members will provide effective and meaningful instruction and feedback to students in all models of instruction.
- f. All bargaining unit members who are responsible for issuing grades will adhere to the SCCOE calendar for publishing progress grade reports and grade submissions for the 2020-2021 school year. If there is need to adjust those calendars, the SCCOE shall make the changes and provide notice to ACE and then publish updates to the bargaining unit employees.
- g. All bargaining unit members who are responsible for issuing grades will, in accordance with the SCCOE created grade submission calendar, use AERIES to report student progress and grades. Bargaining unit members must submit official grades through the AERIES Student Information System (SIS).
- h. The SCCOE is required to provide at least 180 days of instruction through a combination of in-person and distance learning. Irrespective of whether students are physically attending school by reporting to a campus or SCCOE site or who are not physically on campus, e.g. students receiving instruction via distance learning, bargaining unit employees will be responsible for tracking student attendance using AERIES. This may include “a weekly engagement record that is completed for each student, documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments.”
- i. Bargaining unit employees will take daily attendance for all students irrespective of the instructional model that is in effect at that time.
- j. Bargaining unit employees will provide effective and meaningful instruction and feedback to students in all models of instruction.
- k. Bargaining unit employees will maintain equitable and fair feedback and grading practices to support student progress and growth.
- l. Bargaining unit employees will ensure that English learners continue to receive Designated ELD as part of their educational curriculum during any instructional model identified in this MOU. Designated ELD must occur as stipulated in the SCCOE’s English Learner Master Plan in small groups, via synchronous learning, and/or within the traditional classroom setting. The SCCOE will comply with the requirements issued by the state of California and the SCCPHD with respect to returning to a traditional in-person or hybrid instructional model.
- m. To support the continuity of educational services for students and assist bargaining unit employees, the online or other platform(s) utilized during the term of this MOU will be set up for the applicable administrator(s) to have full access to all platforms

on which students receive instruction/are engaged with the teacher. This access includes but is not limited to lesson plans and Distance Learning class periods with students.

12. Hybrid Instruction

- a. For the purposes of this MOU, hybrid instruction shall refer to the instruction of students through blending Distance Learning and in-person student attendance on campus.
- b. When using the Hybrid Instruction model, the SCCOE may approve students to receive instruction via a Distance Learning platform if the student is medically fragile, they would be put at risk by in-person instruction, or they are self-quarantining because of concern or exposure to COVID-19.
- c. On days when a student is receiving instruction via a Distance Learning platform, teachers will be required to provide daily live interactive instruction to those students with assignments that are challenging and equivalent to in-person instruction.
- d. Bargaining unit members will be expected to report to campus on days determined by the SCCOE, under guidelines provided by SCCPHD.
- e. Reopening to a hybrid will be based on these SCCPHD Guidance. Class sizes should be as small as practicable. Ensure adequate supplies to minimize sharing of high-touch materials (art supplies, equipment, electronic devices, etc.) to the extent practicable, or limit use of supplies and equipment to one group of students at a time and clean and disinfect between uses. Keep students' belongings separate, so that students do not come in contact with other students' belongings. Reduce the amount of furniture and equipment in the classroom to facilitate distancing and reduce high-touch surfaces.

13. Traditional Instructional Model

- a. Upon the SCCOE's determination that the instructional schedule will return to a traditional in person model, bargaining unit employees will return to the instructional model used in the Fall of the 2019-2020 school year.
- b. Under this model, unless the SCCOE determines otherwise, all bargaining unit employees will be required to work the work schedule as in the 2019-2020 school year.

14. Unit members' compensation and benefits will not be reduced unless they refuse to perform their duties and/or are not eligible for a paid leave of absence pursuant to the parties' collective bargaining agreement. If a bargaining unit member is ill, the bargaining unit member can use sick leave. If employees exhaust their sick leave, they will be placed on Extended Sick Leave for up to 100 days (per school year) with differential pay and benefits.

15. Leaves of Absences/FFCRA/Reasonable Accommodations

- a. The SCCOE recognizes that some working bargaining unit employees may request time off, due to COVID-19 related reasons such as an employee's own unique underlying health condition or to care for children and/or health-compromised family members at home (e.g. closure of child's school, closure of child's caregiver provider, etc.). The SCCOE shall authorize the use of available, accrued sick leave as well as time off pursuant to the requirements of the Families First Coronavirus Response Act ("FFCRA") or other applicable leave entitlement, if any. For purposes of this Paragraph, employees may not use Extended Sick Leave to remain in paid status, unless the absence is due to the employee's own unique underlying health condition.
- b. Wage Replacement for FFCRA Leave: If an employee is taking a leave under the FFCRA (whether it is for Emergency Paid Sick Leave or Emergency Family and Medical Leave), the employee may elect - by notifying the SCCOE to stack/top off the amount of pay they receive under such laws by using their accrued paid sick time (but not Extended Sick Leave) to receive up to 100% of their normal regular pay.
- c. Absences Due To Exposure to COVID-19 Directly Traced To Work: This section only applies to bargaining unit employees who are physically reporting to a County Office site. To the extent that a bargaining unit member's exposure to COVID-19 is directly traced back to their assignment for the SCCOE - via contact tracing conducted by the SCCPHD or in conjunction with the SCCPHD - and if the SCCOE is not able to offer the bargaining unit member an alternative assignment - including working remotely - the SCCOE will place the employee on a paid leave for up to 10 workdays. Such time will, if applicable, run concurrently with any leave rights under the CBA or applicable law, including the FMLA/CFRA, but the employee will not be required to use any available, accumulated sick leave or extended sick leave to remain in paid status.
- d. Absences Due to COVID-19 Diagnosis Directly Traced To Work: This section only applies to bargaining unit employees who are physically reporting to a County Office site. To the extent that a bargaining unit member's diagnosis with COVID-19 is directly traced back - via contact tracing conducted by the SCCPHD or in conjunction with the SCCPHD. - to their assignment for the County Office, and the bargaining unit employee is not able to work on a County Office site/facility or remotely, the County Office will place the employee on a paid medical leave for up to 10 workdays. Such time will, if applicable, run concurrently with any leave rights under the CBA or applicable law, including the FMLA/CFRA, but the bargaining unit member will not be required to use any available, accumulated sick leave or extended sick leave to remain in paid status. Bargaining unit employees will only be eligible to receive the paid leave provisions under this section one time.

- e. In the event a bargaining unit employee member is unable to return to in-person instruction or work duties for bargaining unit employees in non-teaching positions because they are at high risk for COVID-19 as defined by Santa Clara County Public Health Department, the State of California's Department of Public Health, the Human Resources Department will engage with the employee to discuss potential options, which may include, engaging in pending an ADA interactive dialogue that explores various leave options, which may include FFCRA, FMLA and or CFRA. The SCCOE will update COVID Leave Policy SP 4100 as necessary or required by law

16. Technology Reimbursement

In order to provide rigorous virtual instruction, the SCCOE agrees that unit members may submit a request to their principal to have the SCCOE provide to them additional equipment (e.g. MiFi, document cameras) necessary to provide rigorous daily live instruction. If their request is denied the bargaining unit member may appeal the decision to the Program Director. The parties understand that the equipment will remain the property of the SCCOE and will need to be maintained and returned to the SCCOE consistent with the SCCOE's policies relating to the provision of SCCOE property.

17. Early Childhood Education

a. Early Learning Services Classroom Based Instruction

The Early Learning Services (ELS) Department will operate preschool programming in Santa Clara and San Benito Counties offering in-person basic instruction. The program will follow the hours of operation for Full Day and Single-Session options that were in effect at the start of the 2019-2020 school year. Currently, no Double-Sessions will be offered, but if the guidelines from the SCCPHD or CDE are revised to allow double-sessions, the SCCOE may implement them and will provide ten days advance notice of such a decision.

ELS will utilize Title 5 Adult-to-Child ratios for staffing Infant/Toddler (ages 0-3 years old) and Preschool (ages 3 – 5 years old). In Infant/Toddler classrooms the ratio is 1:3 and for Preschool classrooms the ratio is 1:8.

To enhance program quality, the Head Start Act requires regular evaluations on teacher and staff effectiveness. ELS will use the existing evaluation system during the 2020-2021 school.

18. Special Education

With respect to unit employees assigned to work in Special Education, the coursework provided to students shall have the intention of promoting continuity of learning while students are not physically attending in school. This will include normal curriculum

instruction, as well as enrichment, intervention, and/or exposure to new material. The work provided will require summative assessments and grading.

- a. Teachers in Special Education and DIS staff who do not use Zoom, Google Suite, Edgenuity, Dojo, etc. routinely will be provided training prior to being required to use these tools to implement the Distance Learning model. In the event special circumstances prevent an employee from attending the online training, the employee shall make special arrangements with their site principal or supervisor.
- b. The parties agree to meet regularly to address implementing guidance from the California Department of Education as well as the Federal Department of Education in order to provide equitable and appropriate education for our students with special needs. Special education teachers will accommodate, and/or adapt lessons to meet the needs of students' IEP in a digital learning environment and ensure that lessons and activities are appropriate as documented in the student's IEP.
- c. Special education teachers of students with moderate to severe disabilities will provide continuity of learning through a variety of instructional models, including distance learning, hybrid and a traditional in class model so that special education students have access to the same learning opportunities as other students.
- d. **Preschool – Special Education**

The Special Education Department will have staff assigned to the co-teaching / Head Start classrooms, provide preschool programming to special education students assigned to these classrooms. This will be an in-person instruction model. In this way, students that qualify for special education will receive the same educational setting as their peers in general education. The special education program will follow the Head Start guidelines for staff to student ratios in these classrooms, as these classes will operate within the Head Start program.

Students in preschool special day classes operated at host sites throughout the county will operate an in-person instructional model. One teacher and 2 classroom aides are assigned to the special education preschool classrooms. When indicated on the IEP, additional staff may be in the classroom if a student has 1:1 services. The special education preschool classes will follow the previously outlined Health & Safety Precautions for keeping our classrooms, children, and staff safe and healthy, and to minimize the chances of cross contamination.

- e. **Early Start Program (Ages 0-2) Classroom Based Instruction**

The Early Start Program will offer families receiving services a distance learning format, or in person model. The Early Start program will follow the previously outlined Health & Safety Precautions in order to offer services and evaluations on SCCOE sites. This is an alternate model from the typical home based services that

Early Start usually provides. Services and evaluations will be offered to families on an appointment basis in order to keep children, staff, and families safe and healthy.

19. Alternative Education (Court School, Community Schools, and Independent Study)

- a. Middle and High School Students in General Education Classes. With respect to unit employees assigned to work in Alternative Education and Court Schools, the coursework provided to students shall have the intention of promoting continuity of learning while students are not physically attending in school. This will include normal curriculum instruction, as well as enrichment, intervention, and/or exposure to new material.
- b. Teachers in Alternative Education who do not use Zoom, Google Suite, Edgenuity, Dojo, etc. routinely will be provided training prior to being required to use these tools to implement the Distance Learning model.
- c. Teachers need the technology to allow for direct access to students in conjunction with probation; therefore, students need access to the technology to provide for Zoom, or other platform, capabilities to interact with teachers during distance learning.

20. Opportunity Youth Academy

With respect to unit employees assigned to work in OYA, due to the fact that OYA was already using an online/Distance Learning model, the expectation is that the bargaining unit members will continue the normal curriculum and that instruction will not be impacted by the pandemic.


21. Evaluations will continue with consideration being given to lessons being delivered via a new modality for the 2020-2021 school year. Teachers shall not be evaluated based on the “quality” of those lessons or instruction during the pandemic. If a bargaining unit member was on cycle to be evaluated during the 2020-2021 school year and does not receive a summative evaluation for that school year, the unit member may be evaluated during the 2021-2022 school year.
22. To the extent that guidance issued by the SCCPHD and/or CDPH contradict the provisions in this MOU, the parties agree the MOU language will be considered null and no longer in effect and the parties will abide by such the guidance. The parties recognize that the COVID-19 Public Health Emergency is an evolving situation and that modifications to this MOU may be necessary. The parties therefore reserve the right to reopen this MOU to address any issues that may arise after this MOU has been signed that impact the school reopening and/or the response to COVID-19 as well as changes in law, regulations, or guidance issued by a local, state, or federal official.


23. This MOU resolves the negotiable effects of school reopening due to the new coronavirus (COVID-19). The parties agree this MOU is not precedential nor does it create a past practice. The SCCOE will provide COVID-19 information to its employees.
24. This MOU shall expire on the earlier of June 30, 2021 or at such time as the appropriate health organizations have removed any restrictions to returning to school in pre-COVID structures unless this MOU is extended by mutual written agreement.

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

For the County Office:

For the Association:


Anisha Munshi, Ed.D.
Assistant Superintendent
Personnel Services Division


Tara Guerrero
Association of County Educators
President & Bargaining Chair

8/28/2020

4825-2330-0809.1 004359.1015