

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA CLARA COUNTY OFFICE OF EDUCATION
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521**

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

The Santa Clara County Office of Education (“SCCOE”) and Service Employees International Union (SEIU) Local 521 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 SCCOE 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 may necessitate 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. This MOU applies to distance learning for all areas with the exception of Early Learning Services which will include distance learning and in-person instruction.

The Parties acknowledge that bargaining unit members may need to self-quarantine/self-isolate, become quarantined/isolated, and/or SCCOE may need to close a learning cohort or close school(s) or department(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 SEIU. 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 school campus or academic enrichment center (such as Walden West). 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. Unit members must dress and act professionally at all times while working in a remote and in-person environment. Inadvertent appearance of unit members' family members in Zoom sessions shall not be penalized. Ongoing, disruptive issues shall be addressed between the individual worker and their supervisor.

- 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 office or school equipment or structures that are 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 or office 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, break areas, etc.
- e. "Face Coverings" – Face coverings or masks as recommended by the California Public Health Department (CPHD) or the Santa Clara County Public Health Department (SCCPHD).
- 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.
- g. "Personal Protective Equipment" (PPE) – equipment worn to minimize exposure to hazards that cause serious workplace injuries and illnesses, including face coverings, masks, N95 respirators, face shields, barriers, gloves.
- 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, whichever is greater, and reducing the number of different people with whom a person interacts. Unit members will maintain physical distance to the extent practicable for the provision of their assigned duties.
- i. "Tele-Therapy" – Tele-therapy is providing therapy through a live video connection, over the internet.

2. Safety Equipment and Personal Protective Equipment ("PPE")

- a. The SCCOE will make available face coverings for all unit members to use.
- b. The SCCOE shall provide PPE, (e.g. masks, gloves, face shields, plexiglass barriers) based on the guidance provided by SCCPHD, to unit members on site who interface with others or whose duties require the use of PPE. For testing sites, goggles, gowns and shoe coverings will be available for custodial staff. Unit members may request goggles, gowns and shoe coverings from their supervisor which will be provided if appropriate.
- 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. If there are insufficient face coverings, or, as applicable, PPE, provided for the day, individuals without face coverings or, as applicable, PPE will be sent home for the day. Unit members sent home due to the SCCOE not being able to provide face coverings or, as applicable PPE, will receive their full daily rate of pay and will not be subjected to disciplinary or punitive actions as a result of SCCOE's failure to provide necessary face coverings or PPE. To receive such pay, unit members are required to notify their supervisors before the end of the prior work day, that they do not have access to face coverings or, if applicable, PPE, for the next work day. In emergency situations where PPE is damaged or stolen, additional PPE will be obtained from another site as quickly as possible. Any in-person work will resume when sufficient face coverings or, as applicable, PPE is available.

3. Face Covering Requirements

- a. Face coverings are required to be worn at all times by all adults on a SCCOE worksite, school campus or academic enrichment center while indoors or outdoors, except while eating or drinking. Face coverings are not required when an adult is alone in an office, classroom, or other space.
- b. Face coverings are required for all students grades (transitional kindergarten through post-secondary), 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. Face coverings for students will be consistent with the directions of public health authorities.
- d. Face coverings shall not be required for students or staff if there is a medical or behavioral contraindication verified in writing from a medical professional.
- e. For unit members who have a medical exemption regarding wearing a face covering, such employees shall be authorized by the SCCOE to wear, face shields

with neck drapes tucked into the shirt. Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus.

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 wash their hands or use hand sanitizer with 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 shall have either a sink, stocked with soap (hypo-allergenic if needed for students or staff), and/or hand sanitizer with 60% alcohol, and no touch hand drying equipment or paper towels.
 - ii. Non-classroom workspaces and common spaces shall be provided hand sanitizer with 60% alcohol.
 - iii. Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point on a school campus.
 - iv. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked within 4 hours as needed and prior to the beginning of each day (and checked and cleaned during the day) that staff or students are on site.

5. Physical Distancing

- a. Classroom/Instructional/Academic Learning Spaces: SCCOE will adhere to the physical distancing guidelines/requirements issued by the SCCPHD and/or the State of California as defined in definition 1(h).
- b. The SCCOE shall calculate the maximum capacity of all workspaces while maintaining physical distance requirements, consistent with SCCPHD guidelines.
- c. All workspaces shall be measured and marked to maintain the physical distancing requirement prior to the start of in-person learning.
- d. In a school setting where the minimum physical distancing requirement is insufficient to provide necessary academic instruction as mutually agreed to by the unit members and the site administrator, alternative and effective safety devices shall be used such as plexiglass barriers and/or face shields with neck drapes. Time spent in close proximity shall be minimized to the extent possible.

- e. No unit member shall be directed to violate the physical distancing requirement except to prevent imminent bodily or physical harm from occurring or as required for the unit member to perform student-related services. When physical distancing is not possible, such as when unit members are assisting with eating and toileting, then additional PPE shall be provided. Bargaining unit members who provide specialized health procedures or close contact therapies can shall have access to N95 masks.
6. Lunch: Physical distancing of six (6) feet shall be maintained between students, between staff and students, and between all staff during their lunch period(s).
 - a. If SCCOE requires students and staff to stay in class for lunch due to the school site facility's inability to maintain physical distancing requirements during unit members' break or lunch, SCCOE shall compensate unit members for the loss of their duty-free lunch at the unit member's hourly rate of pay.
 - b. In locations with a staff break room, capacity while maintaining physical distancing requirements shall be determined and posted on all entrances to the staff break rooms.
7. School Ingress and Egress Points:
 - a. At district-managed sites, SCCOE shall work with district staff to identify whether multiple access points can be used for student and parent ingress and egress before and after school. At SCCOE managed and/or owned sites, SCCOE shall identify whether multiple access points can be used for student and parent ingress and egress before and after school.
 - b. Where possible, all individuals will be assigned an ingress and egress point for use when coming to school for in-person learning that maintains separation away from places where students and parents congregate.
 - c. Unless it is a function of their position, unit members shall not be assigned to monitor ingress and egress locations in order to minimize the number of different people with whom a unit member interacts.
 - d. School sites may designate staggered start and end times for cohorts, but any staggered start or end times shall not create longer or shorter work days for unit members.
8. Recess/Student Break Times: Plans and schedules for recess and break times for both students and unit members shall be consistent with the following:
 - a. All recess and break times shall be designed to maintain physical distance requirements and to maintain cohort stability.
 - b. All recess and break times shall be staggered to minimize the number of different people with whom staff and students interact.

- c. Unit members shall have their regularly scheduled breaks. All breaks shall be without student supervision responsibilities.
- d. Unit members shall be assigned to the same groups of students within a classroom as much as possible to minimize the number of different people with whom a unit member interacts.

9. Meetings and Gatherings:

- a. All staff meetings, professional development, committee meetings, IEPs, IFSPs, parent meetings, team meetings and parent-therapist conferences, shall be held virtually and shall be scheduled during non-instructional time between school bell times until such time as SCCPHD and other California government public health agencies guidelines allow for in-person meetings.
- b. Large in-person gatherings (i.e. school assemblies. Back to-School Night, Open House, and in-person Promotion/Graduation meetings or ceremonies) will take place virtually until SCCPHD and other California government public health agencies allow such events.

10. Student Cohorts:

- a. 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.
- b. Student cohort sizes shall follow physical distancing requirements of six (6) feet given the classroom size limitations. If the student cohort has reached its maximum capacity no additional students will be added to the cohort roster or an alternate location where physical distancing can be achieved will be found.
- c. Students should remain in their same workspace as much as practicable.
- d. If students need to move to other workspaces in a classroom, the space should be properly cleaned before and after its use.
- e. Each student's belongings shall 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.
- f. SCCOE, working with unit members, shall provide each student with sufficient instructional 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.

parents/guardians or students need to speak to a unit member who is working remotely, 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. Occupational and Physical Therapists and paraeducators assigned to the Early Start Special Education Program who are required to use their personal cell phones with families due to the nature of their work (home visits) will be given the existing \$40/month cell phone stipend.

- d. Unit members working remotely shall perform professional duties equivalent to their assignment which was assigned prior to the COVID-19 school closures. In the event the SCCOE requests volunteers to distribute student work or other tasks that fall beyond their regular work hours, unit members who volunteer shall be compensated at their regular hourly rate of pay. Unit members who are working with students will provide effective and meaningful instructional support or tele-therapy to students in all models of instruction.
- e. Occupational and physical therapists who complete progress reports will adhere to the SCCOE calendar for publishing progress reports for the 2020-2021 school year. If there is a need to adjust those calendars, the SCCOE shall make the changes and provide notice to SEIU and then publish updates to the unit member.
- f. Irrespective of whether students are physically attending school by reporting to a campus or SCCOE site or who are not physically on campus, i.e. those students receiving instruction via distance learning receiving instruction via distance learning, Occupational and Physical Therapists will be responsible for tracking student attendance using the Medi-Cal billing system.
- g. Unit members will maintain equitable and fair feedback to support student progress and growth.

14. The SCCOE will comply with the requirements issued by the State of California and the SCCPHD and other California governmental public health agencies with respect to returning to a traditional in person or hybrid instructional model.

15. Distance Learning

- a. Distance learning is defined by students receiving instruction when they are not physically present on a campus. Occupational and physical therapists, under this instructional model, will provide rigorous and grade-appropriate tele-therapy services to all students. Paraeducators and specialized physical health care (“SPHC”) assistants will provide support to teachers and therapists providing instruction and therapy services.
- b. It is expected that all unit members, if contacted during regular work hours, will respond that same day to site/SCCOE communication as well as communications from students and parents/guardians.

- c. Unit members will use Google Classroom, Google Meets, Zoom, or any other SCCOE approved online platforms to provide distance learning and tele-therapy, including, but not limited to, managing therapy sessions, supporting classroom and tele-therapy sessions, communication with students and parents/guardians, collaboration with team members, and providing feedback to their students.
- d. Under the Distance Learning model, a unit member may choose to work from home or arrange with the site administrator to work from their classroom/office worksite on a by providing advance written notice to their supervisor; or unit members may access the school/site on a specific day(s) of the week, set by the school's principal. If a unit member does not arrange to report to work and physically teach/provide services/complete work from a SCCOE facility/site, the unit member will provide services and/or support class remotely.
- e. Occupational and physical therapists will remain responsible for creating their own tele-therapy sessions and assignments aligned to the needs of their students and will provide synchronous tele-therapy sessions to their students as well as consultation services to parents and teachers. The sessions must be challenging and equivalent to in-person instruction as much as possible.
- f. Unit members shall report known, inappropriate online student behavior occurring during instructional interactions to their site administrator. If there are reports of alleged misconduct regarding unit members the SCCOE will follow any applicable requirements of the collective bargaining agreement, due process, and the Education Code.

16. Hybrid Instruction

- a. Under the guidance of SCCPHD and other California governmental public health agencies, school-site unit members will be expected to report to campus on days determined by their supervisor during the utilization of the Hybrid instructional model. If students are not present, unit members may be required to be on campus to clean, disinfect, or prepare materials. For other work, such as providing distance learning or attending IFSP or IEP meetings, the unit member can choose to perform this work from home or from the classroom or therapy room.
- b. Reopening to a hybrid will based on SCCPHD and other California governmental public health agency guidance.

17. Traditional Instructional Model

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

- c. Physical accommodations, such as reducing furniture and equipment, and maintaining separate supplies for students as much as possible, will continue.
- d. Prior to re-opening each site, at least 5 days prior to the classroom's scheduled opening date, a site administrator will perform a classroom walk-through with classroom staff (teacher, paraeducators, SPHCs and, if they wish to participate, DIS staff) during regular work hours to assist with classroom set-up, clearing out materials, and addressing any other classroom needs to safely re-open.

18. Leaves of Absences/FFCRA/Reasonable Accommodations

- a. The SCCOE recognizes that some working unit member 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. To the extent an employee is taking 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, e.g. if an employee receives \$200 per day under the FFCRA and their regular pay is \$300 per day, they can use 1/3 of a day of such accrued time off to receive the additional \$100 and remain fully paid.
- c. If a unit member is ill, the bargaining unit employee may use sick leave. If the employee exhausts their sick leave, they may apply for additional leave from the COVID-19 leave bank.
- d. In the event a unit member is unable to return to in-person instruction or work duties because they are at high risk for COVID-19 as defined by Santa Clara County Public Health Department, the State of California's Public Health Department, and CDC, the Human Resources Department will engage with the employee to discuss potential options, which may include, if applicable engaging in an Americans with Disabilities Act interactive dialogue.
- e. Employees at High Risk For COVID-19: In the event a unit member is unable to return to in-person instruction or work duties because they are at high risk for COVID-19 as defined by Santa Clara County Public Health Department, the State of California's Public Health Department, and CDC, the Human Resources Department will engage with the employee to discuss potential options, which

may include, engaging in an interactive dialogue that explores various options to allow the unit member to continue to work, including working remotely, and potential leave options, including under the FFCRA, FMLA and/or CFRA.

- f. 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 or diagnosis with COVID-19 is 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 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 employee will not be required to use any available, accumulated sick leave or extended sick leave to remain in paid status.
 - g. SCCOE will follow the board policies on COVID-19 leave, including SP 4162 and Related Personnel Forms and SP 4119.5 Employee Absence Due to Quarantine, as written as of August 6, 2020 for the duration of this agreement.
19. Eligible unit members may also be absent/take a leave of absence for the reasons authorized by the Families First Coronavirus Response Act and may utilize available leave for any differential between the FFCRA leave and their actual salary. Any unit member who cannot perform his/her/their duties as a result of COVID-19 illness, quarantine, or a health department order to close a classroom or school shall not have his/her/their pay reduced for the entirety of that period off from work.

20. Technology

- a. The SCCOE agrees that unit members may request to have the SCCOE provide to them technology equipment (e.g. chrome books, hot spots, etc.) necessary to provide rigorous daily live instruction or complete their work efficiently. This equipment will be the property of the SCCOE.

21. Early Learning Services Classroom Based Instruction

- a. 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 10 working days' advance notice of such a decision.
 - i. 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).

- ii. In Infant/Toddler classrooms the ratio is 1:3 and for Preschool classrooms the ratio is 1:8.
- iii. Adults must have a face covering at drop off and pick up and will utilize a sign in/out station outside the classroom.
- iv. Health and screening check-ins will take place every morning for individuals on site. Staff will monitor symptoms throughout the day.
- v. Students may not enter the facility if they are experiencing the following: fever, cough, diarrhea, headache, muscle aches, shortness of breath, and unexplained loss of taste or smell. If a student has a fever, he/she must be 3 days fever free with no medication.
- vi. If a student exhibits any of the symptoms in item v while they are at school, they will be required to wait in an isolation area and will be required to be transported home. Unit workers shall not generally be expected to supervise sick students more than two hours.
- vii. If a student is experiencing allergies, a doctor's note is required for student's file.
- viii. All individuals are required to wash hands or sanitize their hands every time they enter the building.
- ix. Only students and staff are allowed in the building(s).
- x. Classroom staff will sanitize tables, bathroom, and handles every hour.

b. Early Start Program (Ages 0 – 2.11) Classroom Based Instruction

- i. 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.
- ii. In-person services and evaluations will take place on SCCOE sites instead of in families' homes. 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.

22. When permitted by SCCPHD and California governmental agencies to resume home visits, early interveners, including therapists and paraeducators, will be provided with sufficient PPE to change PPE between each families' home and provided sufficient time to disinfect materials that may need to be utilized in multiple homes.

- a. Adults and children older than 5 years of age in the home will be required to wear face coverings while SCCOE workers are in the home and whenever they are interacting with an SCCOE worker.
 - i. Adults must have a face covering at drop off and pick up and will utilize a sign in/out station outside the classroom.
 - ii. Health and screening check-ins will take place every morning for individuals on site. Staff will monitor symptoms throughout the day.
 - iii. Students may not enter the facility if they are experiencing the following: fever, cough, diarrhea, headache, muscle aches, shortness of breath, and unexplained loss of taste or smell. If a student has a fever, he/she must be 3 days fever free with no medication.
 - iv. If a student exhibits any of the symptoms in item iii while they are at school, they will be required to wait in an isolation area and will be required to be transported home as soon as practicable of parent notification. Unit workers shall not generally be expected to supervise sick students more than two hours.
 - v. If a student is experiencing allergies, a doctor's note is required for student's file.
 - vi. All individuals are required to wash hands every time they enter the building.
 - vii. Only students and staff are allowed in the building(s). Since Early Start is a family-center program, one family member per student will participate in the in-person learning and will have access to the school site.
 - viii. Classroom staff will sanitize tables, bathroom, and handles every hour.
- b. Preschool – Special Education
 - i. The Special Education Department will have staff assigned to co-teaching/ Head Start classrooms, provide preschool programming to special education students assigned to these classrooms.
 - ii. This program will offer in-person instruction. In this way, students that qualify for special education will receive the same educational setting as their peers in general education.
 - iii. The special education program will follow the Head Start guidelines for staff to student ratios in these classrooms, as these classes will operate in-person within the Head Start program.

- c. Students in preschool special day classes operated at host sites throughout the county will continue to operate following an distance in-person learning instructional model until in-person instruction is allowed and follow the guidance by SCCPHD and other California governmental public health agencies. The special education preschool classes will follow the previously outlined Health & Safety Precautions for keeping classrooms, children, and staff safe and healthy, and to minimize the chances of cross contamination.

23. Special Education

- a. With respect to unit workers assigned to work in Special Education, the work 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. Work and therapy sessions provided to students shall have the intention of promoting continuity of learning while students are distance learning. This will include enrichment, intervention and/or exposure to new material. The pace of instruction and therapy shall be, at the discretion of the therapist or for paraprofessionals, under the direction of the teacher or therapist based on the needs of their students.
- c. Special Education staff will be provided additional training in using Zoom, Google Suite, Odysseyware, Dojo, etc. as part of their work day. Training shall be provided within the school bell times.
- d. Occupational and physical therapists will accommodate, and/or adapt lessons to meet the needs of students' IEP or IFSP in a digital learning environment and ensure that lessons and activities are appropriate as documented in the student's IEP or IFSP.
- e. Related Service Providers (Occupational and Physical Therapists) will provide synchronous tele-therapy sessions as appropriate following the professional and ethical guidelines of their state and national professional organizations, governing bodies and licensing agencies and prepare asynchronous therapy activities that can be completed at home as appropriate.
 - i. Appropriate, ongoing, tele-therapy training for all occupational and physical therapists will be provided as necessary.
 - ii. If the therapist documents evidence that tele-therapy is not appropriate for the therapist will initiate discussion with the Site Principal to convene an IFSP or IEP meeting to discuss options.
 - iii. Tele-therapy services will be provided only when parent/guardian consents as required and a parent, caregiver, or adult will provide support while services are being provided.

- iv. The Office will provide all materials necessary to supplement home materials to the student receiving tele-health at home as well as providing the same materials to the providing occupational or physical therapist to use for demonstration.
 - v. The Office will provide and maintain electronic equipment for the therapist to provide tele-therapy.
 - vi. Individual and group therapy and consultative sessions will only occur during the school bell times.
 - vii. DIS staff who may have a rotating schedule will follow SCC and CA public health guidelines in working with students.
 - viii. DIS staff will continue to implement synchronous tele-health services until they can follow written guidance specific to itinerant school-based therapists from SCCPHD and CPHD public health agencies regarding working with multiple cohorts.
- f. COE will follow the recommendations of the special education re-opening committee.
24. Where in-person learning is required before all programs are fully open, staff regularly assigned to the student or site will provide such in-person services to the student. If the regularly assigned staff are not available due to leave, volunteers will be solicited and should any vacancies remain, then will be filled in inverse seniority order. Workers who volunteer to fill an in-person assignment or are subject to an administrative transfer will maintain this assignment for this school year but will retain rights to their original work location and assignment.
25. In-Person Assessments
- a. The parties agree to jointly review SCCPHD and/or CDE requirements for resuming in-person assessments. In the event that the CDE requirements require changes to this MOU or in other working conditions, the COE and SEIU agree to follow the more stringent requirements.
 - b. Until the health orders are withdrawn or allow for in-home assessments, assessments that only require an individual assessor shall take place in the therapist's office or therapy room. The testing center assessment location and testing materials shall be disinfected between students by the testing team and by the site custodial staff at the end of the day. It is recommended that only one adult bring a student to an assessment location. Adults and children above the age of five will be required to wear a face covering.
 - c. Assessments will take place during typical school hours, unless by mutual agreement of the assessment team and management and will be paid as extra-time at the worker's hourly rate.

26. Migrant Education

- a. Workers in the Migrant Education Program will follow the direction of their supervisors and the public health orders and other governmental agency guidance for both the county in which they live and work. Should a worker need to meet with a family in person, the worker shall notify the supervisor in advance so that appropriate face coverings can be provided if needed.

27. Walden West

- a. Once SCCOE has a proposal for school-year programs at Walden West, SCCOE and SEIU will meet to negotiate the effects of COVID-19 on work prior to beginning programs.

28. The parties recognize Distance Learning as a model that will require flexibility in scheduling but not to extend beyond contracted duty time unless mutually agreed upon by unit member and supervisor based on student needs. The parties also agree that at times, employees will need to complete Distance Learning work using a normal work schedule.

- a. Should assessment protocols require in-person administration as they cannot be conducted virtually, then any in-person assessment teams shall follow Public Health and other California governmental public health agency guidelines and participation shall be on a voluntary basis during distance learning.

29. The parties agree that therapists and classroom staff are working under distance learning conditions as a result of the pandemic response. Therapists and classroom staff shall none-the-less strive to provide quality tele-therapy sessions or instructional support during distance learning. The parties also agree that the purpose of the evaluation process is to help unit works members improve their ability to support distance learning and tele-therapy services. Evaluations for all permanent occupational and physical therapists and classroom staff bargaining unit members for the duration of distance learning will take into account the challenges of distance learning and will placed in the employee's personnel file.

30. For all other unit employees, evaluations will continue to focus on their job duties and will give consideration to factors outside an employee's control, such as inefficiency due to using slower technology, personal equipment, and smaller or single screens. Additional work duties given as a result of shelter-in-place or vacant positions will not be used for disciplinary purposes.

31. OTBS Unit

- a. With the exception of occupational and physical therapists who are covered in #24, OTBS unit members will continue to follow their existing work from home and in office schedule determined by their supervisor and be given at least 10 working days' notice when required to change this schedule. The Office shall continue to comply with the current Santa Clara County Public Health Orders and other California government public health agency guidance, staggering start and

end times as mutually agreed upon by workers and their supervisor to assist with social distancing.

- b. Portable plexi-glass barriers shall be provided for use in the reception area of all office spaces.

32. OSS Unit

- a. OSS unit members will continue to follow their existing work from home and in office schedule determined by their supervisor and be given at least 10 working days' notice when required to change this schedule. Staggered start and end times when working on site should be utilized to assist with social distancing.
- b. Custodians regularly assigned to sites will return to their usual work locations.

33. The SCCOE and SEIU acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions, SEIU and the SCCOE recognize that some SEIU bargaining unit positions may be asked to perform duties not currently contained within their current job description. These duties shall only take place during unit workers' regularly contracted hours. Examples of additional duties that may be required include but are not limited to:

- a. When classes are in session, within reason, all Unit Members may be asked to help wipe down and disinfect items within the classroom on a regular basis in order to maintain cleanliness standards. Within reason, non-custodial unit members may be asked to help disinfect classroom learning or therapy materials in preparation for in-person learning.
- b. Any SEIU bargaining unit member who is not otherwise performing his/her regular duties during work time may be being asked to help with distribution of equipment and/or meals for students. Workers will be reimbursed mileage if work requires driving to multiple locations. Workers without their own vehicle may decline such work without penalty.
- c. Some SEIU bargaining unit positions that are unable to work from home and are not currently able to complete their job duties in person (e.g. bus drivers) may be asked to help in other areas of General Services department. Such temporary re-assignments shall only occur until the worker's department is re-opened or June 30, 2021. Should a longer term re-assignment be necessary, the worker and management will meet to discuss options.
- d. Bargaining unit members performing duties that are not in their job description will continue to be paid at their per diem rate unless they are primarily performing the job duties of a higher-range job classification in which case they will be compensated at the higher range consistent with the rules for non-permanent assignments in the collective bargaining agreement.

- 34. The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.
- 35. This MOU resolves the negotiable effects of school closures due to the new coronavirus (COVID-19). SCCOE and/or SEIU reserve the right to negotiate any additional impacts of the school reopening or reclosing for the 2020-21 school year.
- 36. The parties agree this MOU is not precedential nor does it create a past practice. The SCCOE will make all good faith efforts to follow the guidelines issued by the SCCPHD with respect to its response to the COVID-19 pandemic, including providing a safe workplace and providing COVID-19 information to its employees.
- 37. This MOU shall expire on the earlier of June 30, 2021 or at such time as the public health emergency relating to COVID-19 is determined to be over by the Santa Clara County Public Health Officer; however, the parties may extend this MOU by mutual written agreement.

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

For the SCCOE:

For the Services Employees International Union:

DocuSigned by:

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

DocuSigned by:

 Sarah Gianocar
 SEIU Local 521
 Chapter President

10/16/2020 | 10:49 AM PDT
Date: _____

10/16/2020 | 10:45 AM PDT
Date: _____