

**Memorandum of Understanding  
Between  
The San Pasqual Elementary Teachers Association (SPETA)  
and The San Pasqual Union School District (SPUSD)**

**MOU: SCHOOL CLOSURE DUE TO NOVEL CORONAVIRUS (COVID-19)**

This is a Memorandum of Understanding (MOU) to the Agreement between the San Pasqual Union School District (SPUSD) and San Pasqual Elementary Teachers Association (SPETA) covering the 2019-2020 school year (the Agreement). This MOU sets forth the protocol and terms that SPUSD and SPETA have agreed upon to govern working conditions for SPETA members due to school closures as a result of a novel strain of coronavirus (COVID-19).

SPUSD and SPETA agree to the following:

1. Bargaining unit members will continue to receive their full compensation, including, all stipends outlined in the CBA.
2. The 2019-2020 school year will count as a full year in regards to assignments and positions to the extent it is within the District's discretion.
3. Unit members working remotely shall perform professional duties equivalent or substantially similar to their assignment which was assigned prior to the COVID-19 school closures.
4. Unit members shall not be required to perform tasks that are outside their regular professional job duties during the hours of a regular workday as they are attending to their regular assigned duties during this time.
5. Unit members who have been exposed to the coronavirus and are required to be quarantined by local public health officials or doctors, or who self-quarantine due to recommendations by the local public health officials or doctors, while schools in the District are still open for staff and/or providing services, including the delivery of education through alternative means such as distance learning, shall use any leave days provided by the Federal or state government above the normal leave provided to bargaining unit members.
6. Bargaining unit members will continue to check their school email regularly for updates from the district.
7. Evaluations and related components shall be paused, unless there were enough

classroom observations during the school year prior to any school closure to complete the Final Evaluation Summary. Any unit member who was scheduled to be evaluated this year and did not have their evaluation completed will not be evaluated until their next regularly scheduled evaluation. The parties agree that the District is not required to comply with the requisite number of evaluation(s) or evaluation timelines set forth in the CBA for the 2019/20 school year.

8. From March 16, 2020, to April 3, 2020, teachers shall provide supplementary activities for students. No work may be assigned for a grade, credit, or points (this includes extra credit) during this window. No instruction for grades will begin before April 14, 2020.

9. The issuing of Third Trimester Progress Reports are waived.

10. The district shall provide a menu of options to support teachers under a distance learning model. This includes the provision of appropriate software and training for unit members who will be engaging with students online.

11. No bargaining unit members will be required to work over spring break above any normal contractual duties.

12. The district shall provide professional learning opportunities for teachers to effectively implement distance learning tools and resources.

13. Starting April 14, 2020, under a distance learning model, the teacher will meet or exceed the following minimum expectations:

- a. Establish a consistent schedule/routine/checklist, etc. enumerating student expectations and accountability.
- b. For online program (Acellus), set student weekly goals, monitor student progress, and provide timely guidance, feedback, motivation to students, as needed
- c. Facilitate frequent and regular feedback, including assessment information, to students and parents.
- d. Provide at least 2 directed lessons/week (elementary teachers) and at least 1 directed lesson per week per course (middle school).
- e. Establish fair but flexible grading/assessment protocols that "do no harm" to students.
- f. Host "Office Hours" 2 days per week for 2 hrs/day. During this regularly scheduled time, teachers will be accessible to parents and students for questions, support, discussion, instruction, etc.
- g. Create print-ready learning packets for students every 2-weeks. Packets submitted by close of business every other Wednesday.

14. During any online classroom setting, bargaining unit members are expected to manage

student behavior under the same rules and standards pursuant to Board and school policies, and the California Standards for the Teaching Profession, to the extent possible.

Unit members are expected to use their best efforts regarding classroom management during an online classroom setting. The District will be responsible for notifying/reminding students and parents that students are expected to abide by the District's acceptable use policy and rules set forth in the Family Handbook during online learning.

Both parties recognize that distance learning in an online classroom setting lends itself to challenges/limitations for unit members to manage inappropriate student behavior compared to what they could address if they were in a typical classroom setting, e.g., teacher will not be able to see/monitor what all students in an online classroom are doing, and students have access to things at home they do not have at school.

Due to the limitations of an online classroom setting, unit members are not expected to address student inappropriate behavior that they are unaware of occurring. If, however, they are subsequently made aware of such inappropriate behavior, they are required to report it to administration immediately and such behavior will be addressed appropriately.

15. Both parties agree to continue working together to determine how best to service students with IEPs through what distance learning. Teachers will work with specialists to attend meetings and provide supports and services reflected in the IEP.

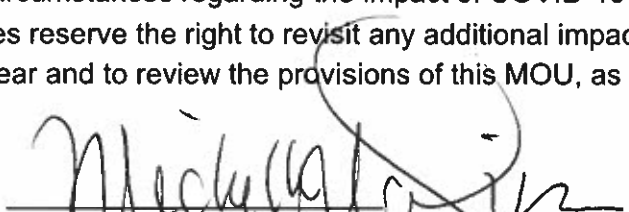
16. Upon return to school, the District will follow public health guidelines, including providing hand soap for the bathrooms and hand sanitizer for every classroom, to the extent supplies are available.

17. Upon school-sites reopening, the District will ensure that all classrooms and work are cleaned in accordance with public health guidelines.

This MOU is not a precedent-setting agreement. This MOU shall remain in effect and full force and sunsets at the end of the 2019-20 school year.

SPUSD and SPETA acknowledge that the circumstances regarding the impact of COVID-19 on schools are rapidly changing and both parties reserve the right to revisit any additional impacts of school closure in the 2019-2020 school year and to review the provisions of this MOU, as necessary.

  
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Mark Burroughs  
Superintendent/Principal

  
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Michelle McGill  
SPETA President

