


**MEMORANDUM OF
BETWEEN
SAN PASQUAL UNION SCHOOL
AND
SAN PASQUAL ELEMENTARY TEACHERS'
REGARDING COVID-19 CORONAVIRUS AND OPENING SCHOOLS FOR THE 2020-21
SCHOOL YEAR**

Board Approved - August 18, 2020

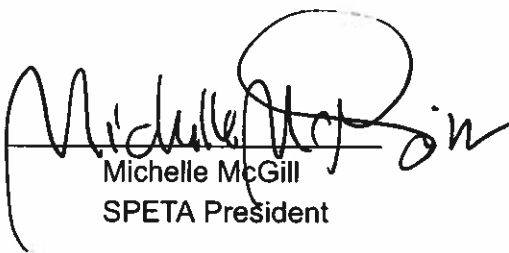
1. The San Pasqual Union School District ("District") and the San Pasqual Elementary Teachers' Association ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to coronavirus COVID-19 and the opening of schools for the 2020-21 school year.
2. In preparation for the 2020-21 school year, the Parties recognize the need to address the district's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations of public health officials to prevent illness and further spread of the virus. The parties recognize that schools are critical to daily life and the collaboration between local public health, education officials, and educators is the best means to establish and balance competing concerns. As such, in collaboration and coordination with SPETA, the District's Governing Board approved a Safe Return to School Plan in accordance with the recommendations of the California Department of Public Health (CDPH) and local health officials. At the time of this writing, the school year will commence in distance learning as schools are ordered to remain closed per order of the San Diego County Health Department.
3. Safety: Unit members agree to comply with the safety measures outlined in the Safe Return to School Plan. Failure to comply with safety protocols may result in disciplinary action.
4. Distance Learning: The Parties agree Remote Work Agreements may be necessary during times of widespread illness, natural disaster, or other emergency conditions. Unit members may apply for Remote Teaching as reflected in the Remote Teaching Agreement. The District reserves the right to approve informal, short-term distance learning requests on a case-by-case basis. The District also reserves the right to modify or terminate all Remote Work Agreements, formal or informal, upon unsatisfactory performance, failure to comply with the terms of the Remote Teaching Agreement, or when students return for on-campus instruction.
5. Instruction: As established through mutually agreed upon daily schedules, unit members shall provide direct instructional support to students for a minimum of 4.5

hours per day, not inclusive of scheduled breaks. On Fridays, unit members will only be required to provide a minimum of 3.5 hours of instructional support to students. The remainder of the day on Friday will be used for teacher preparation and professional development.

6. Teacher Preparation and Professional Development: Unit members are not required to provide direct instructional supports to students after the lunch break on Fridays. Instead unit members shall use the remainder of the work day to plan for the following week of digital learning. Unit members will use half of the minimum day Fridays for such planning and half will be at the discretion of the Superintendent or designee. District activities on those days will not to exceed 100 minutes per session. The remaining time will be designated for unit member planning.
7. Office Hours: As established through mutually agreed upon daily schedules, unit members shall remain available and responsive each work day (excepting Friday) for scheduled office hours of at least 45 minutes/day.
8. Staff Meetings and Professional Development: Unit members approved for remote teaching shall not be required to report to the district in person for staff meetings or professional development. Unit members are responsible for the content of those meetings, even if such content cannot be readily disseminated by the District through virtual means.
9. Due to the evolving nature of the pandemic, the District and the Association reserve the right to negotiate safety and/or other additional effects of the COVID-19 pandemic as needed. The Parties agree that this MOU is not a precedent-setting agreement. Absent a new agreement, this MOU shall remain sunsets at the end of the 2020-21 school year or when school opens for on-campus learning, whichever comes first.
10. 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 2020-2021 school year and to review the provisions of this MOU, as necessary.



Mark Burroughs
Superintendent/Principal



Michelle McGill
SPETA President