

**Memorandum of Understanding between United Educators of San Francisco and the San Francisco Unified School District Regarding Crisis Distance Learning Related to the COVID-19 Pandemic during the 2020-2021 School Year**

**Tentative Agreement**

The San Francisco Unified School District (“District” or “SFUSD”) and United Educators of San Francisco (“UESF”) enter into this Memorandum of Understanding (“MOU”) regarding crisis distance learning related to the ongoing COVID-19 pandemic.

The Parties recognize there is a need to keep schools closed (“emergency school closure”) and continue a distance learning model to allow for social distancing, as recommended by public health officials to prevent the spread of COVID-19 during the 2020-2021 school year.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Union. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement (“CBA”) not in conflict with this MOU. Further, the Parties affirm that all provisions of AB77 and SB98 and the Educational Employment Relations Act (“EERA”) *California Government Codes 3540 et seq.* apply and remain in effect.

**1. “Crisis Distance Learning” During COVID-19**

The District and UESF recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its staff. For the purpose of this MOU, “crisis distance learning” means instruction in which the pupil and instructor are in different locations and pupils are under the general supervision of a certificated bargaining unit member of the District. Crisis distance learning may include, but is not limited to, all of the following:

- A. Interaction, instruction, and check-ins between teachers and pupils through the use of a computer or communications technology.
- B. Video or audio instruction in which the primary mode of communication between the pupil and certificated employee is online interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology.
- C. The use of print materials incorporating assignments that are the subject of written or oral feedback.

## **2. Crisis Distance Learning**

Each and every student will receive both synchronous and asynchronous instruction and content five days per week through distance learning. The lesson design and type of instruction provided shall be at the discretion of the classroom teacher based on approved district scope and sequence of curriculum and approved technology.

2.1 All content shall be aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

2.2 All students will receive daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication.

2.2.1 This daily, regularly-scheduled live interaction will be delivered by each assigned teacher to promote continuity across schools to the greatest extent possible. Teachers in conjunction with site administrators will design instruction to meet the needs of students. Teachers of record will provide content aligned to grade-level standards and at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

2.2.2 Paraeducators shall provide support to students engaged in distance learning.

2.2.3 If daily live interaction is not feasible as part of regular instruction, the Board of Education will develop, with parent and stakeholder input, and in consultation with UESF, an alternative plan for frequent live interaction that provides a comparable level of service and school connectedness. The parties will negotiate any changes to working conditions before implementation.

2.3 The District in coordination with school sites shall ensure equitable access to education for all students and shall confirm and/or make provisions so that all students have adequate access to connectivity and technological devices to participate in the educational program and complete assigned work.

2.4 The District shall provide academic and other supports in distance learning that are designed to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with exceptional needs, students in foster care or experiencing homelessness, and students requiring mental health supports.

2.5 According to *Education Code 43501* as amended by SB98, the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-12 (240 daily minutes), and Continuation High School (180 daily minutes) are in effect for the 2020-2021 school year. Daily instructional minutes for students enrolled in Early Education Schools and California State Preschool Programs shall receive a maximum of 180 minutes of daily instruction for the 2020-2021 school year.

2.5.1 When providing distance learning, academic content, classwork, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level.

2.5.2 Daily lesson plans, assessments, and instructional methodologies used shall be at the discretion of the classroom teacher based on approved district scope and sequence of curriculum and approved technology, or as noted in students' IEPs.

2.5.3 Bargaining unit members shall utilize existing district systems to document and track student participation on a daily basis during crisis distance learning.

2.5.4 PreK-12<sup>th</sup> grade teachers, including OST teachers, shall determine the specific times and durations within the instructional day for synchronous and asynchronous instruction.

2.6 Bargaining unit members shall determine the means and methods for providing distance learning based on appropriate standards-based instruction, their resources, and their students' abilities to access the curriculum and needed technology. Bargaining unit members shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing feedback to students, and reporting non-participation to the site administrator for additional outreach and follow-up.

2.7 Bargaining unit members are expected to work and be available during their normal contractual work hours and workdays. To provide students and parents with consistency and to avoid conflicts, every effort will be made to schedule office hours/interactive instruction during the same times each week. Bargaining unit members shall have time each week designated to provide student support, feedback, and clarification which may be conducted via phone, email, and/or other virtual platforms.

2.8 Interactive instruction should include content that is consistent with student interaction with their teacher/classmates, content that engages a student in making a response, content that engages sighted students in a visual way, and that provides the bargaining unit member opportunities to provide the student encouragement and feedback.

2.9 Any recording of live/synchronous virtual instruction must have the consent of the educator, and the student's parent/guardian/caregiver, or the student if 18 years of age or older. These recorded instructional sessions shall not include any personally identifiable student information, (such as student image or name), unless there is written parental consent that has authorized this use.

2.10 The District shall provide all bargaining unit members the necessary equipment and supplies in support of distance learning.

2.11 The District shall develop written procedures for tiered reengagement strategies for all students who are absent from distance learning for more than three school days or 60% of the instructional days in a school week. These procedures shall require school site administrators, certificated and/or classified staff to make contact with the pupil's parents or guardians and the development of a school site plan for outreach to determine pupil needs including connection with health and social services as necessary and, when feasible, transitioning the pupil to full-time in-person instruction. The parties will negotiate any changes to working conditions before implementation.

2.12 Classroom teachers shall regularly communicate with parents and guardians regarding a student's academic progress and wellness consistent with established practices and procedures for traditional in-person learning.

2.13 Teachers will be required to share their weekly schedules and planned subject matter based on the approved District scope and sequence of curriculum.

2.14 Unit members may be required to perform duties critical to Distance Learning such as device and instructional material deployment, but may opt out based on concerns about COVID-19. Volunteers from school sites and central offices shall be sought prior to requiring unit members to perform these critical functions, and substitutes may be deployed for these duties as well. With the exception of these critical duties, unit members shall not be required to be on site until in-person instruction resumes at the site.

### **3. Leaves**

#### **Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)**

3.1 Bargaining unit members may use up to 10 days or two-work week equivalents of available federal paid leave according to the provisions of the FFCRA. The District shall provide unit members with paid sick leave and expanded family and medical leave for reasons related to COVID-19 as provided under the Families First Coronavirus Response Act.

### **4. Pay and Benefits**

4.1 While working under a total crisis distance learning model, or during a period of total emergency school closure, regularly scheduled bargaining unit members shall continue to receive their full compensation and benefits. If extracurricular duties can be and are performed, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the UESF/SFUSD collective bargaining agreement.

4.2 The District shall provide a one-time stipend to all bargaining unit members who perform service in the 2020-2021 school year for reasonable costs associated with purchasing equipment, improving home internet bandwidth, use of phone, or

instructional materials not provided by the District directly related to providing distance learning. Such a stipend will be set at a level of \$400 per unit member for the 2020-2021 school year.

## **5. Evaluation**

5.1 The evaluation process as outlined in the collective bargaining agreement shall be followed for the 2020-2021 school year with the exception that formal observations (WCPRs) for bargaining unit members will not be scheduled before September 30, 2020 to allow time for bargaining unit members and administrators to adjust to a new model of instruction. The parties agree to meet and discuss the evaluation process, including agreement on which of the California Standards for the Teaching Profession (CSTP) shall be used, for the 2020-2021 school year as needed. Before implementation, the parties shall mutually agree to any changes to the evaluation process.

5.2 The parties agree to meet and discuss Peer Assistance and Review (PAR) for the 2020-2021 school year as soon as possible, but not later than August 17, 2020. The start date for PAR shall be established upon agreement between the parties. The parties shall mutually agree to any changes to the PAR evaluation process.

## **6. Itinerant Teachers**

6.1 Any and all instruction that can be provided via virtual (synchronous or asynchronous) instruction shall be used in lieu of in-person instruction.

6.2 Itinerant teachers shall prepare lesson plans and shall make every effort to provide instruction based on academic content standards that provides an equivalent level of rigor as in-person learning for students engaged in distance learning.

6.3 Daily work schedules shall be provided by school site administration.

## **7. Special Education**

7.1 The District and the UESF Special Education Committee shall convene a task force, with five (5) UESF members and five (5) SFUSD administrators, that will meet and determine solutions and procedures with agreement of all parties to address the backlog of assessments related to Special Education Services. Both parties reserve the right to solicit the support of professional experts outside of SFUSD staff, including the Department of Public Health.

7.1.1 Related service provider supervisors shall work with the UBCs and department heads to determine what is necessary for said procedures and solutions. Related service provider UBCs and administrators shall meet regularly to determine what is needed for assessments related to IEPs. The task force will make recommendations on the assessments backlog issue to the SFUSD Superintendent and the UESF President by

August 21, 2020. Any agreements shall be promptly implemented and inserted into the Crisis Distance Learning MOU.

7.2 Master schedules, pursuant to the process described in Article 23.3.7 of the certificated contract, shall give first priority to services for students with the highest needs: students with IEPs, students with 504 plans, and students who receive Tier 3 and Tier 2 interventions and supports.

7.3 To the maximum extent possible, the District shall provide Special Education-specific professional development on a regular basis within the contractual workday to Special Education educators and all educators who work with students with IEPs, including, but not limited to, paraeducators, SDC teachers, RSP teachers, and related service providers.

7.4 To the maximum extent possible, the District shall provide weekly, regular, predictable office hours for Special Education educators to meet with their Cohort Special Education supports and peers to engage in Professional Learning Communities

7.5 Special Education educators shall have access to the same applications and curriculum used by general education teachers.

7.6 The District shall provide strategies and intervention programs in appropriate content areas.

7.7 Every effort shall be made to schedule IEP meetings during the contractual day. If requested, substitute coverage may shall be provided to Special Education teachers during IEP meetings scheduled during instructional time.

7.8 Special Education teachers may request substitute coverage from their site administrator to complete federally mandated assessments. Special Education teachers required to conduct assessments shall be granted substitute coverage for this purpose.

7.9 Related service providers shall develop strategies and programming to provide distance learning support to students on their caseloads. Both parties recognize that the duties and responsibilities of individual related service provider positions are unique; however, where applicable, all aspects of the MOU will apply to their position.

## **8. Counselors, Social Workers, Nurses, Teachers and Paraeducators on Special Assignment, and Behavior Analysts**

8.1 Counselors shall develop strategies and programming to provide distance learning support to students on their caseloads. Both parties recognize that the duties and responsibilities of individual counselor positions are unique; however, where applicable, all aspects of the MOU will apply to their position.

8.2 Social workers shall develop strategies and programming to support distance learning to students on their caseloads. Both parties recognize that the duties and responsibilities of individual social worker positions are unique; however, where applicable, all aspects of the MOU will apply to their position.

8.3 Nurses shall develop strategies and programming to support distance learning to students on their caseloads. Both parties recognize that the duties and responsibilities of individual nurse positions are unique; however, where applicable, all aspects of the MOU will apply to their position.

8.3.1 Any school nurse that receives District approval to volunteer, and is accepted into the California Health Corps, or the San Francisco Medical Reserve Corps, shall maintain paid status with SFUSD while volunteering.

8.4 Teachers and Paraeducators on Special Assignment will continue to develop strategies and programming to support distance learning to school sites, teachers, and paraeducators. Both parties recognize that the duties and responsibilities of individual TSA and PSA positions are unique; however, where applicable, all aspects of the MOU will apply to their positions.

8.5 Board Certified Behavior Analysts (BCBAs) will continue to develop strategies and programming to support distance learning to school sites and students on their caseloads. Both parties recognize that the duties and responsibilities of individual BCBA positions are unique; however, where applicable, all aspects of the MOU will apply to their position.

## **9. Substitute Teachers and Substitute Paraeducators**

9.1 The parties shall agree to meet and discuss substitute work locations and assignments during distance learning no later than August 14, 2020.

9.2 Substitutes shall have the option to attend some or all of the District PD days during the week of August 10, 2020, including the District Digital Learning Day, and shall be compensated at their regular rate of pay. In addition, the District will schedule a full day of paid in-service training for all substitute teachers and paraeducators (new and returning) as required by article 26.6.2 of the collective bargaining agreement no later than September 18, 2020 to support substitutes in Distance Learning. In addition, substitute teachers and paraeducators, who are assigned to particular school sites may attend any staff professional development held with a school site, or at centrally held professional development during distance learning provided it is during regular working hours and does not conflict with their duties.

9.3 Substitute teachers and paraeducators shall have access to the same applications and curriculum used by the educators for whom they are substituting.

9.4 The Union and the District will negotiate the number of days of work that shall be required substitutes, and shall come to agreement no later than August 20, 2020.

9.5 During distance learning, Prop A substitute teachers will continue to be prioritized for High Potential Schools, but may work outside of those schools as needed.

## **10. Training**

- 10.1 The District shall provide and educators will use district-purchased and designated platforms and applications as a core suite of technology platforms for distance learning. The District will limit the use of non-district approved applications and platforms to assure compliance with relevant provisions concerning data privacy. All platforms/tools/applications will be required to have a district-approved contract/agreement, appropriate software and training for bargaining unit members in order to be used with students in a distance learning setting.
- 10.2 To the maximum extent practicable, training and professional development will take place during the contractual workday.

## **11. Days and Hours of Employment**

- 11.1 Given the unique context created by Crisis Distance Learning, principals and supervisors will collaborate with UBCs to structure available time so teachers can have additional preparation time for their classes. During crisis distance learning, to the maximum extent practicable, principals will support staff in allocating available time for teacher directed professional development, planning and preparation.
- 11.2 During the week of August 17, all certificated bargaining unit members shall be guaranteed ten (10) hours during their contractual workdays for preparation time, educator-directed common planning time, Professional Learning Community (PLC) time, and professional development, as determined by each educator, based on approved district scope and sequence of curriculum and approved technology.
- 11.3. During the week of August 17, all classified bargaining unit members may use QTEA hours to participate in educator-directed common planning time, Professional Learning Community time, and professional development, depending on their hours of work, outside of their contractual work day. Classified bargaining unit members may participate in educator-directed common planning time, Professional Learning Community time, and professional development during their contractual work day.
- 11.4 Provided a bargaining unit member can meet their professional obligations and the differentiated needs of students as defined in SB98, the certificated unit member shall provide no less than one hundred and twenty (120) minutes per day of synchronous instruction/interaction, including but not limited to, whole, small group, and one-to-one instruction. Additional synchronous instruction/interaction beyond the 120 minutes may be provided at the teacher's discretion.
  - 11.4.1 OST teachers shall provide sixty (60) minutes per day of synchronous instruction/interaction, including whole, small group, and one-to-one instruction.



- 11.5 During distance learning, PreK-12 teachers will maintain defined prep times, and the UBC will collaborate with site administration or supervisors to structure, to the maximum extent practicable, available time so teachers can have additional preparation time for their classes.
- 11.6 Teachers, as part of their workweek, shall be provided with at least one (1) hour per week to attend meetings that relate directly to the needs of the students with IEPs with whom they are assigned to work, including, but not limited to, planning meetings with case managers.
- 11.7 Paraeducators, as part of their work week, shall be provided with at least one (1) hour per week to attend meetings that relate directly to the needs of the students with whom they are assigned to work, including, but not limited to, planning meetings with teachers and IEP meetings.
- 11.8 During Crisis Distance Learning, unit members with children who are required to remain home from school shall be granted a reasonable amount of time within the work day without loss of compensation to supervise their children's distance learning.

**12. Accommodations**

- 12.1 Upon request of a bargaining unit member who receives accommodations based on performing their job in person, the District and the unit member shall conduct an interactive accommodations meeting to re-evaluate and adjust any reasonable accommodations for working in a distance learning setting.

**13. Equipment and Materials**

- 13.1 By August 14, unit members whose duties require internet access and/or any other equipment to perform their duties shall complete a survey requesting a consistent workspace to utilize during crisis distance learning.

13.1.1 The District will use this information to make a good faith effort to assign unit members to available workspaces appropriate to their content area, provided it can do so in compliance with public health guidelines to prevent the spread of COVID-19. Considerations in making assignments compliant with public health guidelines from the San Francisco Department of Public Health include shared spaces within a facility (such as restrooms), building ventilation, and custodial capacity. In addition, operational considerations such as construction and preparation for in-person instruction (such as moving furniture or making building repairs) will be taken into account as well.

13.1.2 The District and Union will meet and confer regarding assignments the week of August 24th with the goal of providing unit members with access to workspaces by August 31st and no later than September 8th. All safety precautions in place due to

COVID-19, pursuant to guidance from the San Francisco Department of Health shall be observed.

13.2 Unit members shall be granted access to their work site to pick up needed equipment, materials, and supplies. Unit members must get permission from their supervisors before entering their worksite.

**14 Consultation Rights and Reservation of Right to Further Negotiate**

14.1 The District and Union agree to meet and confer at least monthly during the pandemic to discuss textbooks, curricula, educational methods, standards, and student supports with the goal of evaluating the instructional models being used and to support positive student learning outcomes. The Parties shall each select four (4) representatives chosen by the Superintendent and President or their designees to meet virtually in this consultation committee. The work of this committee shall not be linked to individual performance evaluations.

14.2 Given the fast-changing nature of this pandemic, and with the goal of continuing to improve crisis distance learning, the parties may amend, delete, or add to this agreement with mutual consent.

**15. Duration**

15.1 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.

15.2 This MOU shall expire in full without precedent on June 30, 2021 unless shortened or extended by mutual written agreement of the Parties. All provisions of this MOU are subject to the negotiated grievance procedure in the collective bargaining agreement.

For the Union:

For the District:

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Susan Solomon, President

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R. Gregory John

August 6, 2020

August 6, 2020