

**MEMORANDUM OF UNDERSTANDING BETWEEN
STOCKTON UNIFIED SCHOOL DISTRICT AND
STOCKTON PUPIL PERSONNEL ASSOCIATION, INC.
CORONAVIRUS RESPONSE**

October 22, 2020

The Stockton Unified School District (“District”) and Stockton Pupil Personnel Association, Inc. (SPPA) enter this Memorandum of Understanding (“MOU”) regarding distance learning and emergency conditions related to the coronavirus (“COVID-19”) pandemic and the 2020-2021 school year.

Reporting Unsafe Conditions or Work Issues Related to COVID-19

The District will comply with the safety requirements required by state and federal laws, and shall adhere to applicable COVID-19 guidelines issued by the Centers for Disease Control (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), the California Department of Industrial Relations Division of Occupational Safety and Health (“Cal/OSHA”), the San Joaquin County Public Health Department, the San Joaquin County Office of Education. Including the document titled COVID-19 Industry Guidance: Schools and School Based Programs <https://files.covid19.ca.gov/pdf/guidance-schools.pdf>.

Safety and District Employment Responsibility

1. The District will inform SPPA as soon as practical should it learn of a confirmed or likely coronavirus infection of District employees or students as in at which campus or worksite said infection was found. The parties understand this notification is subject to guidance by health officials, as well as confidentiality rights.
2. The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). SPPA will cooperate with the District and San Joaquin County Public Health (SJCPH) in any necessary public health actions, such as contact tracing (as identified by health services) of infected individuals. The District reserves the right to provide training in additional areas as needed. The District will provide detailed procedures for provision of contact tracing with the understanding that this is a fluid situation. The SPPA President or designee will be informed in a timely manner during the terms of this agreement should it learn of a confirmed or likely coronavirus infection of District employees and identify the campus or worksite said infection was found understanding that this information will be provided following HIPAA rules ensure compliance with SJCPH and CDPH guidelines. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another’s health at risk).



3. In the event an SPPA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, subject to CDC and SJDPH guidelines and verification by Risk Management the employee will be eligible to access the Families First Coronavirus ACT - FFCRA (HR6201) paid sick leave based on documented medical need. Likewise, employees belonging to populations deemed by the State under current and SJDPH CDC guidelines as uniquely vulnerable to the effects of the virus shall be allowed to self-quarantine by accessing FFCRA paid leave under the expanded family medical leave and engage in an interactive dialogue with Risk Management with the goal of reaching reasonable accommodation based on documented medical needs. Similarly, those employees with medical proof of susceptibility to the virus, or those employees who have medically vulnerable individuals in their household under current CDC and SJDPH guidelines, shall be allowed to self-quarantine and access FFCRA Paid leave. Employees in collaboration with Risk Management can seek access to additional state and federal leaves available to the employee, as well as leaves set forth in the Collective Bargaining Agreement (CBA) and / or seek accommodations in order for the employee to remain in paid status. Vulnerability to the virus shall be determined by the employee's physician in accordance with SJDPH and CDC guidelines and may be subject to verification by Risk Management.
 - a. In lieu of sheltering in place, a vulnerable employee may, at the discretion of his/her physician, be returned to work. In this event the District shall reassign duties, when possible and appropriate that lends to these staff being able to work remotely, or in some other way that meets their need for accommodations without loss of original assignment.
 - b. In the event the District sends an employee/s home due to a confirmed workplace exposure to COVID-19, the employee/s will remain on paid status with no impact the employee's accrued leaves or work assignment until such time as the District deems it necessary and is safe for the employee/s to return to work or reassigns them to a safe location to work.
4. The District shall make reasonable efforts to accommodate requests for paid expanded family leave for employees who have been employed for at least 30 calendar days with verifiable dependent childcare needs in alignment with FFCRA. Employees may also have other available leaves by state and federal laws, including Labor Code section 230.8, and leave rights set forth in the CBA.
 - a. The District will also provide employees the option and information about Family Resource and Referral Center of San Joaquin program who has committed to offer childcare services to essential employees and will give them priority.
 - b. The District will be offering a Day Camp program for employees needing child care services which can also be offered as an option.
 - c. The employee can also engage in the interactive process with Risk Management/Site Administrator to seek accommodations that can allow the employee to perform 100% of their work duties remotely.



IMPORTANT NOTE: FFCRA expires December 31, 2020 and therefore the items covered under this Act will be subject to the imposed changes from the US Department of Labor.

5. Should the District close any schools to address COVID-19, the District shall comply with requirements of California Executive Department Executive Order N-26-20. SPPA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities due to an epidemic.

Additionally, the District will follow the Governor's guidance, which lays out specific criteria for when a classroom, cohort, school site, or entire district is forced to shut down due to confirmed COVID-19 cases, which would be automatically followed by a 14-day quarantine for everyone.

Criteria:

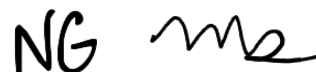
- a. A classroom cohort / office is closed when there is confirmation that there is one confirmed COVID-19 case.
 - b. An entire school site / department is closed when there is confirmation that multiple classroom cohorts / offices has more than a 5% virus positivity rate, which would be followed by quarantining for all students and staff until such time the District determines it is safe for students and staff to return.
 - c. The entire district is forced to shut down if 25% of the schools experience a 5% positivity rate for students and staff followed by guidance given by the local Health Department officials.
6. To minimize exposure to the coronavirus during the period of full distance learning, the District and SPPA agree that SPPA bargaining members shall be allowed the option to telecommute (work from home) while students are not physically at school sites for instruction, assessments, small cohort supports, pick up of meals, immunizations or set appointments with essential services personnel. All efforts will be made pursuant to state and Federal law and guidance to accommodate SPPA bargaining unit members, at high risk or who cannot safely distance from household members at high risk, including telework where practicable. In the event that unit members are required to physically report to a work site, current CDC and SJCHD COVID mitigation guidelines shall be observed. Strategies such as, but not limited to, rotational schedules, staggered start times, and relocating work spaces to classrooms and other available rooms to create proper social distancing should also be considered to protect the health and safety of unit members.
 7. The Parties recognize the need to open the school year with distance learning to allow for comprehensive social distancing and augmented by requirements for PPE (face masks, face shields and gowns, for designated personnel, hand sanitizer, plexiglass for those conducting student assessments) and sanitization in accordance to CDC and SJCHDP) as recommended by public health officials to prevent the spread of illness arising from COVID-19 during the 2020-2021 school year.



8. During Distance Learning Special Day Class/Communicatively Disabled (SDC/CD) teacher shall have the option to physically report to their worksite for the following purposes:
 - a. To collect materials, supplies, and/or equipment necessary for member to work remotely;
 - b. To prepare and/or deliver instruction in their classroom;
 - c. To leverage on-site technology and instructional materials;
 - d. To prepare take-home student learning materials (kits, print/paper materials, tactile supplies, curriculum, realia/manipulatives, etc.) to be collected by families in a manner paralleling meal pickups
9. The parties agree to enable "digital walkthrough access" by unit members using a distance-learning approach (District-sponsored platforms), to parallel normal on-site visits to a physical classroom/office accordingly:
 - a. Administrators shall have access to each distance learning space.
 - b. Student support personnel (speech language pathology assistants) who are normally given access shall likewise have equivalent access.
10. All student related work items shall have been sanitized and distributed for the term/year per CDC safety guidelines. For more tactile-based fields with material less conducive to distance learning (assessment materials, manipulatives, visual supports, materials to support student instruction in the home, etc.), appropriate supplies are the responsibility of the District and sites to ensure are provided, to be determined collaboratively in consideration of the unit member's input to their administrator.

Communication, Collaboration, Privacy, and Security

11. Unit member communication methods to families and students (phone calls, emails, texting applications, and/or other virtual platforms) in collaboration with site administration. Unit members shall not be required to use or provide personal (non-District) communication information for this purpose, including cell phone numbers, email addresses, social media or any other means. Unit members shall inform families and students of their availability for providing support and clarification, whether this involves asynchronous methods (email/text/etc.) or time windows of "live" unit member availability (virtual office hours, direct phone calls, etc.).
12. While such communication shall generally occur within the unit member's normal contract hours, some unit member communications shall occur outside their normal contracted work hours in alignment with Article 13.2.
13. Virtual staff meetings shall be scheduled and conducted in accordance with the current



negotiated agreement. Bargaining unit members who are absent due to a valid leave reason during scheduled staff meetings will be responsible for the content missed and should follow up with the site and/or departmental administrator.

14. The District shall guarantee technology access and training to enable unit members' remote fulfillment of duties (internet access, WiFi, SUSD laptop, webcam, etc.). The District shall enable unit members on-site access to non-portable technology/materials (printers or workroom devices like copiers/paper-cutters/laminators), subject to unit members' compliance with sanitization and scheduling protocols established by the District. Accommodations for unit members who are at risk and cannot physically access technology/materials at the school/work site shall make arrangements with their site administrator.
15. For any student not participating in distance learning (and therefore considered "Absent" from the learning space), applicable unit members shall intervene using methods that parallel pre-closure contexts (e.g. if a student were consistently absent, not participating in class or not completing work during a lesson under normal circumstances):
 - Contact parents/guardians to attempt to partner solutions.
 - When multiple attempts at contacting the parent/guardian go unanswered, reach out to the school's support staff for help (attendance tech, counselor, administration, CWA, etc.)

Special Education

16. Applicable unit members shall work collaboratively with core content teachers via virtual platform(s) to adapt learning experiences to meet the needs of students in a digital learning environment. This includes ensuring accommodations, modifications, and the appropriateness of lessons and activities as documented in the student's IEP for emergency conditions. Per section 12, applicable unit members shall be added (specifically as a team-teacher or co-teacher when feasible) to the general education teacher's classroom's digital platform.
 - a. Students with moderate to severe disabilities will be provided continuity of learning through a variety of distance learning resources, as appropriate to enable all students' access to the same learning opportunities.
 - b. Related service providers, (speech and language pathologist, SDC/CH, etc.) will prepare appropriate distance learning activities that can be performed at home.
 - c. Applicable unit-members, in collaboration with site and/or department administrators, shall determine how service minutes will be delivered in compliance with the student's IEP as stated for emergency conditions. (i.e. the SDC/CH or other service provider may



hold “pull out sessions” to deliver service via a virtual platform, and/or “push in” in coordination with general education teachers digital classroom.

17. Virtual tools shall be used to hold any necessary annual IEP meetings and triennial meetings to meet and collaborate on a student’s IEP. Virtual tools may include, but are not limited to district approved video assessments as well as other alternative similarly approved methodology that may be used for assessment purposes. Triennials and initials requiring assessment in person shall only be conducted by scheduled appointment, following PPE guidelines and social distancing to the greatest extent possible to comply with both local safety regulations and Federal timelines.
18. During any time that school sites become reopened (in hybrid or in full), All initial IEPs requiring assessment shall be held in accordance with Federal timelines, In specific cases (to be determined in collaboration with site administration), IEP assessments and meetings may be held in person only by observing current guidelines pertaining to PPE and social distancing.
19. Any in-person assessment and / or IEP meetings must be conducted by scheduled appointment following all county health guidelines (PPE, distance, etc.). Hourly pay shall be provided to those doing the assessments if doing so requires time outside of the contractual work week. Operational tasks pertaining to in person assessment and / or IEP meetings will need to be determined by Special Education and school sites.

Indicators/Procedures for Return

20. All facilities shall continue to be sanitized according to state and county agency regulations, including full compliance with Cal-OSHA guidelines, and inclusive of all existing and freshly-updated regulations regarding COVID mitigation. Pertinent elements of SB98 (e.g. pertaining to sanitization, COVID mitigation, etc.) shall likewise be attended to.
21. Upon the State/County/District determining schools are safe to reopen and the District announcing a timeframe for planned return, the parties agree to immediately initiate negotiations on the impacts including but not limited to sanitization/preventative health procedures, possible adjustments in unit members’ evaluations or reports impacted by distance learning vs in-person.
22. All components of the current Collective Bargaining Agreement between SPPA and District not addressed by the terms of this agreement shall remain in full effect. This MOU is being entered solely under the context and circumstances of the COVID-19 epidemic, sets no precedents, and shall only be extended or modified by mutual written agreement. The District and/or Association reserve the right to negotiate any additional impacts related to COVID-19.

This agreement shall remain in effect from July 1, 2020, through June 30, 2021, unless it is extended or modified by mutual written agreement by the Parties. Should changes in law or

directives from authorities applicable to SUSD, affect the agreed upon responses in this MOU, the Parties agree to meet and negotiate the effects.

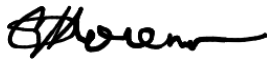
The MOU is being entered solely under context and circumstances of the COVID-19 pandemic and is not precedent setting. The parties agree that, except for subjects already addressed in this MOU and the collective bargaining agreement, the parties have not waived their rights under the Educational Employment Relations Act.

Dated: 10 / 22 / 2020

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For District:

For SPPA





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