

MEMORANDUM OF UNDERSTANDING (MOU)

Between Solana Beach School District (SBSD) and Solana Beach Teachers Association (SBTA) Regarding Reopening of School in a COVID-19 Pandemic Environment

The Solana Beach School District (District) and the Solana Beach Teachers Association (SBTA) enter this Memorandum of Understanding regarding the District's plan regarding the District's plan to reopen schools for the 2020-21 school year. The District and the Association are referred to collectively herein as the Parties.

In March 2020, the Governor of California declared a State of Emergency due to the COVID-19 virus pandemic and issued an executive order closing all schools in California to onsite attendance/instruction. As a result, the SBSB Board of Education adopted a distance learning model of instruction/learning for all students. The District and SBTA negotiated a Memorandum of Understanding regarding the impacts of that decision to be effective through June 30, 2020.

On June 29, 2020, SB 98, the education omnibus trailer bill to the 2020 Budget Act was signed into law and includes, but is not limited to, a requirement to offer in-person instruction and requirements for distance learning programs and hybrid (combination of in-person and distance learning models) for instruction.

Since that time, the District has closely monitored the State and California Department of Public Health's (CDPH), as well San Diego County Department of Health and Human Services' guidance and direction regarding the reopening of our schools. Recently, in the face of rising infection rates, the California Department of Public Health placed San Diego County on the State's "watch list." As a result, SBSB will continue to be restricted from implementing an onsite instructional model until specific county-wide criteria are met per the "State Covid-19 Industry-Guidance: Schools and School-Based Programs."

On July 23, 2020, the SBSB Board took action to implement a plan to reopen schools for the 2020-21 school year. The District's plan is consistent with the State's direction to provide online instruction and shifting to an opportunity for students to transition to the hybrid/onsite model. The District will adhere to guidelines for reopening established by the State and the San Diego County Health and Human Services.

The parties agree that all provisions of the Collective Bargaining Agreement between the Board of Trustees, Solana Beach School District and the Solana Beach Teachers' Association remain in effect except for the following:

SAFETY

Both parties reaffirm the language of Article 17.1 and further agree to abide by the recommendations of State/County health guidelines as well as the additional adopted guidelines of the SBSB Governing Board (masks, temp check, physical distancing).

Unit members and site administration will consult and work together to reach mutually agreeable resolutions to safety concerns not specifically addressed below.

Masks/face coverings are required to be worn by all staff on campus, all students on campus, and all adults upon entering the school site. Site administration will consult with the affected unit member(s) any exception to this requirement for health accommodations of a student with the intent to reach a mutually agreeable resolution.

Student desks/working areas will be maintained at a distance of 6ft from one another. Unit members will maintain 6 feet of distance from other persons.

If a classroom HVAC system is not properly operating, the unit member will report the situation to the site administrator who will take immediate action to resolve the issue.

TEACHING ASSIGNMENTS / STAFFING

Unit members and administration will work together to avoid combination classrooms to the greatest extent possible within their current staffing allocation and health and safety guidelines. In the event of a combination class, affected unit members and grade levels will work with administration to support the combination classroom and grade levels.

The parties acknowledge that the interactive accommodation process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19. If reasonable accommodations are not practicable, the District shall work with the unit member to develop a leave plan that endeavors to avoid exhausting the employee's earned leave where practically possible.

The District intends to return all unit members to their most recent school site for the 2021-2022 school year if at all possible.

WORK DAY / CLASS CONFIGURATION

Both parties reaffirm the existence and use of planning and collaboration time as exists during the regular school year.

Both parties recommend and support unit members working from their classroom/workspace during the work day to maximize the teaching and learning environment. When unit members report to the school site, they will follow all safety guidelines and protocols.

Tentative Agreement – September 14, 2020
MEMORANDUM OF UNDERSTANDING (MOU)

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In the MOU dated August 8, 2020 both parties agreed that whenever a shift occurred between instructional models, or when new pertinent health and safety information arises, both parties would formally meet in a timely manner to reexamine the status and content of that MOU.

On August 27, 2020, the SBSB Governing Board took action to return students to school sites in a hybrid model beginning September 21, 2020.

The parties agree that all provisions of the Collective Bargaining Agreement and the Memorandum of Understanding dated August 8, 2020 between SBSB and SBTA remain in effect except, or in addition to:

Parties agree to limit cross-cohorting where practical and possible. Staff not assigned to a primary cohort may use virtual methods of interacting with students as long as the student is making progress in targeted areas of need. In person support and assessments may be necessary in emergency/urgent situations or as required by law/state guidelines. Unit members who interact with students from more than one cohort in a given day, will be provided additional PPE such as plexiglass barriers, medical/surgical masks, and/or face shields and will have access to outdoor space as available.

All staff meetings, professional development, trainings, and other activities will occur through virtual methods.

Onsite classroom teachers planning time will occur either Wednesday morning or afternoon through the use of asynchronous instruction or independent work.

The parties agree to meet for the sole purpose of discussing “advance notice of a change of instructional models” no later than October 2, 2020.



For SBSB
Courtney Goode
Assistant Superintendent of Human Resources, SBSB



For SBTA
Jesse Mitchell
President, SBTA

Tentative Agreement – October 27, 2020

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The parties agree that all provisions of the Collective Bargaining Agreement and the Memorandum of Understandings approved on August 13, 2020 and September 24, 2020 between SBSB and SBTA remain in effect except, or in addition to:

Next Phase of Re-Opening Timeline

The District will provide unit members with no less than 3-weeks' notice (15 working days) prior to returning entire classrooms / grade levels of students to school more days per week from the current AA/BB hybrid model. Both parties agree that this 15-day advance notice will not apply to the initial return of more days per week for students in the Mod/Severe program.

Sub Pay to Formulate and Formalize Student Progress

Classroom teachers and Specialists (excluding District Nurses and District TOSAs) may use a sub day, or a day's sub pay, each trimester, totaling three days per year to formulate and formalize student progress.

Quarantine Notification

When the District is informed of a positive COVID-19 test or ordered quarantine of a student, the District will inform that student's classroom/primary teacher as soon as practicably possible but no later than 5pm of the next school day. If a unit member is given notification of the above information by a parent of the affected student, the unit member will immediately report this to the site principal/immediate supervisor.

Classroom Quarantine Transition

Any onsite unit member notified to quarantine as a result of a positive COVID-19 case in his/her classroom will be provided a day's sub pay as compensation for the preparation to transition to and from online learning.



For SBSB
Courtney Goode
Assistant Superintendent of Human Resources



For SBTA
Jesse Mitchell
President of SBTA

TENTATIVE AGREEMENT - MEMORANDUM OF UNDERSTANDING (MOU)

Between Solana Beach School District (SBSD) and Solana Beach Teachers Association (SBTA)
Regarding Reopening of School in a COVID-19 Pandemic Environment

The parties agree that all provisions of the Collective Bargaining Agreement and the Memorandum of Understanding approved on August 13, 2020, September 24, 2020, and October 29, 2020 between SBSB and SBTA, all of which expire on June 30, 2021, remain in effect, except/or in addition to the following which will also expire on June 30, 2021:

Moves

Unit members required to move in order to facilitate the return of onsite students in grades 4-6 for more days per week and the complexities therein, will be paid stipends as detailed below. This language supersedes the daily substitute pay in Article 12.4. Unit members in Tier 1-3 may request and secure a substitute to move, in lieu of the stipends detailed below.

- Tier 0 – \$0
 - Unit members who are not required to move.
- Tier 1 – \$180
 - Unit members who are the teacher of record who are required to expand their classroom to outside, the hallway, and/or office space to maintain 6ft. distancing in the classroom.
 - Online unit members who are required to move their school work space.
 - Unit members who are not the teacher of record who move without students.
- Tier 2 – \$300
 - Unit members who are the teacher of record who are required to expand into an adjacent classroom to maintain 6ft. distancing in their primary classroom.
 - Unit members who are not the teacher of record who move with students.
- Tier 3 – \$420
 - Unit members who are the teacher of record who move to an entirely new classroom location(s) with all their students.

Supervision

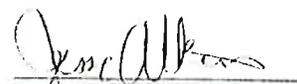
Unit members hired for the express purpose to support grades 4-6 students in adjacent learning spaces will be staffed at a ratio of one partner teacher : three classrooms. In the event the 1:3 staffing ratio is not met for a period of five consecutive work days, the district will implement one of the following:

- Provide a sub
- Allocate additional supervision hours
- Hire additional staff

Discipline

A unit member shall not be subject to discipline for complications or issues outside the control of the unit member. Unit members are expected to follow the professional standards outlined in Board Policy 4119.21 and Article 15.1. This language supersedes the "Discipline" language from the Reopening MOU dated on August 8, 2020.


For SBSB


For SBTA