

**SIDE LETTER OF AGREEMENT  
BETWEEN  
SAN JUAN UNIFIED SCHOOL DISTRICT (District)  
AND  
SAN JUAN TEACHERS' ASSOCIATION (Association)**

**Regarding COVID-19 SCHOOL CLOSURES AND DISTANCE LEARNING**

**Preamble:**

Like everything COVID-19 related, we expect this Side Letter of Agreement will be a rapidly evolving effort with changes that may need to be addressed in additional SLA's. We ask for your patience and your feedback during this process to ensure that we continue to support each other as we prepare for and implement distance learning.

**Background:**

On March 13, 2020, Governor Gavin Newsom issued Executive Order N-26-20 regarding the physical closure of schools by local educational agencies (LEAs) in response to the COVID-19 pandemic. Given the extraordinary situation facing the nation due to the outbreak of the COVID-19 (Coronavirus) the District closed all of its facilities on March 20, 2020.

**Statement of Intent:**

We have attempted to be thoughtful about how instruction and support services are rolled out to ensure we can answer questions of equity and meet legal requirements under federal and state law related to equal access for our diverse learners. While mindful of these parameters, it is our intent that every senior, who meets eligibility requirements, graduates this June, and that all of our students can engage in meaningful learning. We are looking to deliver our existing curriculum and materials through new learning platforms while meeting the needs of our diverse learners. Following Spring Break, we will be shifting to a distance learning model. Please see appendices for timelines.

**Agreement:**

***Timeframe***

- March 27 - duration of COVID-19 school closures

***Salary and Benefits***

- All members will continue to receive their base pay and benefits.
  - All stipends on Exhibit D-9 will be paid as scheduled.
  - All stipends in Exhibits D-7 and D-8 will be paid on a pro-rata share (the amount completed at the time of school closures).
- It is SJUSD's intent that service credit and years of service are not negatively affected during school closures.

### ***Contractual Rights***

- All rights of members under the contract not specifically addressed in this SLA shall remain in full effect.

### ***Work Day***

- Nothing in this agreement shall require a practitioner to be available beyond the hours of a normal work day.
  - Other than scheduled synchronous activities (optional), practitioners have flexibility with their schedule and may choose to utilize hours outside of their traditional work hours.
- To the extent possible Site Leadership Teams may coordinate optional site professional development/collaborative opportunities.
- Staff meetings will continue per the Collective Bargaining Agreement.
- Practitioners shall attend additional virtual meetings as may be required by district, state, or federal programs (e.g. grant meetings, ELL, Special Education, etc.). If a practitioner is unable to attend they should notify their administrator.

### **April 13, 2020 - Duration of COVID-19 school closures**

#### ***SPG***

- For practitioners that were on track to 'meeting standards':
  - their evaluation should be considered complete.
- For practitioners that received a 'notice of concern':
  - their process is paused and will resume when schools are back in session.

#### ***Advisory/PAR***

- All timelines will be suspended during the closure. Optional support will be offered.

#### ***Site access***

- All sites will be closed due to new guidance from Sacramento County Public Health advising residents to stay home unless absolutely necessary. We are actively exploring creative and safe options to allow staff to retrieve materials and supplies from their rooms.
- Site alarms will be activated as of March 18 at 6pm. Any entry of staff will trigger the alarm.
- As situations arise which necessitate the need to return to campus, practitioners should:
  - contact district security at 916-971-7000 prior to arrival
  - identify themselves as a teacher/staff going into a site/room
  - contact district security at 916-971-7000 when finished so that security can re-arm the alarms
- Site access is subject to change as we receive new information from the state and local officials.

#### ***Online Access***

- Practitioners should notify their site administrator if they are in need of hardware and/or internet hot spots.
- Practitioners with access issues not addressed in this SLA should contact their site administrator.

***Leaves***

- Practitioners who opted for an unpaid leave of absence prior to school closures shall remain on an unpaid leave of absence for the duration of their approved leave.
- Practitioners who are on leave for medical, or other reasons, and are able to resume working under the conditions of this SLA should contact the SJTA office. SJTA and the SJUSD Human Resource Department will work collaboratively to explore options.
- If practitioners are unavailable, or unable, to provide instructional or support services through distance learning opportunities they should notify the site administrator and use their Sick Leave/Personal Necessity as appropriate.

***Grading***

- No students should have their grade/marks negatively impacted as a result of the COVID-19 school closures.
  - To the extent possible students should receive grades based on mastery of content and standards.
  - Additional guidance will be forthcoming.
- For secondary (3rd quarter) please see Appendix A for details.

***Attendance***

- Practitioners will not be required to take student attendance during our distance learning implementation.
- Student attendance during the COVID-19 school closures should not be a factor in determining a student's grade.

SJUSD and SJTA understand that we are all learning new ways of doing our work at this time. Practitioners will be supported and approached with a growth mindset in relation to the following:

- Quality of their efforts related to distance learning
- Quality of distance learning lessons and activities
- Level of student engagement
- Complications arising from use of materials for the purposes of instruction

In the event that the State of California mandates alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiation on the impacts.

This SLA may be extended through June 30, 2020 by mutual agreement.

***Jim Shoemake***

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Jim Shoemake  
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Schools and Labor Relations  
San Juan Unified School District

***Dr. Edward F. Burgess IX***

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Dr. Edward F. Burgess IX  
Associate Executive Director  
San Juan Teachers Association