

**Memorandum of Understanding**  
**East Side Union High School District Adult Education Program**  
**and**  
**San Jose Federation of Teachers, Local 957, AFT, AFL-CIO**

This Memorandum of Understanding "MOU" is entered into between the Governing Board of the East Side Union High School District, hereinafter called the "District", and the San Jose Federation of Teachers, Local 957, AFT, AFL-CIO, hereinafter called the "Federation.

The purpose of this MOU is to modify the terms and conditions of the bargaining agreement in response to the COVID-19 pandemic. This MOU will be for the school year 2020-2021 or until 100% in-person instruction is allowed and implemented per state or local public health orders, whichever occurs earlier, and can be reviewed and adjusted based on the needs of the program and in accordance with the Santa Clara County Public Health and/or California Department of Public Health order and or guidelines.

1. Until County health guidelines report that it is safe to provide in-person instruction, school will open and remain in a full distance learning model from August 17, 2020, through May 21, 2021, in which teachers will conduct classes remotely via online platforms, unless course requirements or assessment protocols require in person participation and can be conducted according to public health and safety orders.
2. Classrooms will be available for teachers to use for distance learning, if desired. Teachers will work with administration prior to the start of course to schedule use of classrooms as available. Staff will need to follow the protocols of Item 8 when entering the campus.
3. Instructional time will be 2 hours and 15 minutes preceded by 50 minutes of prep time. The previously issued assignment letters for evening classes are modified to 5:25-8:30 p.m. per article 10490 of the collective bargaining agreement.
4. All teachers are expected to participate in professional development and student outreach the week of Aug. 11 - 14 according to their contract schedules. During this time technology training will be provided and/or teachers may prepare for classes.
5. Technical support for teachers will be available during all instructional hours.
6. In the event of short-term teacher absences there will be no substitutes. Teachers will email students assignments or instructions prior to the start of class. Substitutes will be arranged by administration if the need for a long term substitute is deemed necessary.
7. The following supplies will be available in classrooms: hand sanitizer, masks, disinfectant and wipe-down materials. Rooms will be cleaned prior to the morning and evening classes if used for any reason.
8. Students and staff will self- screen and self-monitor daily using the questionnaire/tool provided by the District.
9. Staff members who are quarantined via the District's close-contact guidelines who do not report or present with symptoms of Covid-19 (per CDC guidelines) and test negative for the virus will not have accrued sick leave docked or reduced during the period of the 14 day quarantine as long as they are able to perform their work duties remotely.

10. Teachers will be accountable to demonstrate that they are providing instruction during their assigned hours by providing a link to online platforms and video conferencing to administration for the purposes of drop-ins, taking daily attendance on AIRS, and submitting a plan of how staff will provide and execute distance learning.
11. Minimum class size limits will be in effect in accordance with the contract. The need to cancel any class due to low enrollment will follow existing procedures.
12. Evaluations will be frozen for permanent and temporary employees. Probationary employees will be evaluated per the existing agreement.
13. All AFT members will comply with the District's on-site health and safety requirements developed by the District to meet the requirements of local and state public health orders.
14. The parties agree to meet in good faith to amend and/or modify this MOU as necessary to comply with new or modified orders issued by a federal, state, or local officer or agency that contradicts or impacts the terms of this MOU.

8.6.2020

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Date



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Glenn Vander Zee  
Associate Superintendent of Human Resources

8/6/2020

\_\_\_\_\_  
Date



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Neil Silverman  
President of the American Federation  
of Teachers