

Memorandum of Understanding
Between San Francisco Unified School District
and United Educators of San Francisco for
Extended School Year (ESY, COVID-Recovery Services (CRS), and Summer School
Summer 2021

The parties affirm the Memorandum of Understanding with All Unions Regarding Health and Safety Standards dated February 6, 2021 (“HS MOU”) which is incorporated herein by reference as it applies to a return to in-person instruction. This Memorandum of Understanding for Extended School Year (ESY) and COVID-Recovery Services (CRS) for the Summer of 2021 (“ESY and CRS 2021 MOU”) is intended to address specific concerns for UESF unit members in addition to the provisions found in the HS MOU. If any provision contained in this ESY and CRS 2021 MOU conflicts with any provision of the HS MOU or the collective bargaining agreement, the provision contained in this ESY and CRS 2021 MOU shall govern and control.

The April 30, 2021 letter sent by the San Francisco Unified School District to United Educators of San Francisco regarding “Summer Programming for 2021” contains a description of the SFUSD summer programming and is attached and incorporated herein. If any provision in the “Summer Programming for 2021” letter conflicts with any provision in this ESY and CRS 2021 MOU, the provision in the ESY and CRS 2021 MOU shall prevail.

1. **Staff Assignments:** Assignments are voluntary and based on student need. Positions to teach or support students in-person require staff to be present in-person. Positions teaching or supporting students who choose to remain remote may perform their duties virtually. Assignments will not be switched from in-person to virtual, or vice-versa, without the unit member’s consent. If an assignment is cancelled, the unit member will be offered another equivalent assignment as long as another equivalent assignment is available.
2. **Physical Distancing.** Except for students with special needs who may be unable to socially distance, all persons on school grounds will maintain the physical distance as provided in the HS MOU. In limited situations where the minimum required physical distance cannot be maintained, unit members will maximize their use of the personal protective equipment provided in section 3 of this MOU (e.g., disposable gloves, disposable gowns, face shields, etc.). Unless allowed by state or county guidance, the District will suspend all assemblies, dances, rallies, field trips, and other activities that require close contact or that would promote congregating.
3. **Face Coverings and Personal Protective Equipment.** Upon request for additional safety protections by a unit member whose assigned duties may require any of the following:
 - a. in-person interaction with more than one stable group;
 - b. close contact in proximity of others (as defined in public health guidelines and recommendations);
 - c. whose duties may potentially expose them to bodily fluids of others;

- d. or where a face covering cannot be used for pedagogical, and/or developmental reasons (i.e. communicating with or assisting those with special needs).
- e. The District shall provide to unit members and students additional face coverings or PPE such as disposable gloves, disposable gowns, masks with transparent panels, plexiglass transparent barriers that can be erected between the student and the unit member, fit- tested N95 or KN95 respirators, and a face shield with a drape that can be tucked in a shirt can be used instead of a cloth face covering. All in-person summer programming will comply with current guidelines and regulations, from the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Department of Education (CDE), Cal/OSHA, and the San Francisco Department of Public Health (SFDPH) (collectively “Public Health Guidelines”).

4. Classrooms.

- a. Unit member desks shall be distanced at least six (6) feet away from student desks and tables, and desks of other unit members and District employees.
- b. Student chairs shall be distanced in accordance with CDPH and SFDPH health and safety guidelines.
- c. When student tables that are normally designed to hold more than one student are to be used, two students may be placed at the tables in accordance with CDPH and SFDPH health and safety guidelines.
- d. Student chairs shall be placed the maximum distance possible away from one another, but under no circumstances shall the distance between student chairs be less than the distance required by current CDPH and SFDPH health and safety guidelines.
- e. Distance between student chairs in each classroom will not be reduced after the classroom has reopened for in person instruction.
- f. Unit members whose classrooms are configured with less than six (6) feet distance between student chairs shall be provided, upon request, a KN95 or a fit-tested N95 respirator.
- g. Desks and chairs will be arranged to minimize face-to-face contact. Students shall remain in stable groups with the same classroom teacher(s) or other staff member(s), except that students (and staff) may cross stable groups in order to meet IEP or CRS minutes. Stable groups shall stay together for the duration of the ESY day or CRS day, and will be designed to be as small as feasible to further reduce exposure risk. Each room will be furnished with its own equipment and materials that require touching, such as books, games, and art supplies. Such equipment and materials will not be shared between rooms. Unit members at each site shall have equitable access to outside spaces in which to deliver instruction should they so choose. The scheduling of such use shall be in consultation with the site administrator based on the scheduled yard usage for breaks and physical education. School day activities where there is increased likelihood for transmission from contaminated exhaled droplets such as band practice and performances will not be permitted in- person, but may continue to be provided virtually. Activities that involve singing will only take place outdoors or virtually.

5. Psychologists, Counselors, Social Workers, Nurses, Teachers and Paraeducators on Special Assignment, Behavior Analysts, and Itinerant Unit Members

- a. Virtual Services. Unit members are permitted to work remotely if they are assigned to virtual ESY or CRS.
 - b. Itinerant Teachers/Centrally Assigned Unit Members. Itinerant teachers/centrally-assigned unit members shall provide in-person services consistent with Public Health Guidelines.
 - c. Unit Member Workstations. Unit members who need to see individual or small groups of students shall have a workstation that has plexiglass barriers between the unit member workstation and the student workstation(s), unless such a barrier is not feasible based on a student's IEP. Unit members shall be provided appropriate cleaning supplies to clean work stations after use.
 - d. Nurses.
 - i. The Parties recognize the immediate public health need for COVID-19 mitigation services and recognize the potential increased workload this provides to nurses who may need to engage in contact tracing, and monitoring and caring for individuals exhibiting symptoms consistent with COVID-19 at District sites.
 - ii. Nurses assigned to COVID-19 mitigation efforts shall work with their site administrator(s) or central supervisor(s) to identify current job duties that can be set-aside and removed from their workload for the duration of this MOU.
 - iii. When engaging in COVID-19 related duties in this section, nurses shall be provided with medical-grade PPE as similarly provided to nurses in a professional medical or public health setting engaging in similar COVID-19 treatment and care.
 - iv. Temporary Transfer. In order to provide COVID-19 mitigation services at open school sites, nurses may be temporarily transferred from an assignment at a closed school or work site to an assignment at an open school site or worksite. A transfer under this provision shall only remain in effect for the duration of this MOU. Any unit member transferred during the term of this MOU shall have the right to return to their previous school site or work location starting with the 2021-2022 school year, or upon the termination of this MOU, whichever occurs first.
 - e. The parties recognize and agree that student IEP minutes or CRS may not be reduced except in accordance with the IDEA and with Parent/Guardian agreement. Administrators, Special Education staff, and teachers shall engage with site teams, which may include a paraeducator, student support professionals, counselor, psychologist, nurse, education specialists, and related services providers, to collaboratively develop and implement schedules using existing staff and resources to provide support and services to students as required by their IEP or CRS offer.
- 6. Unit Members Under Quarantine.** Unit members who are required to stay home because they have COVID-19, because they have had close contact with someone who

has COVID-19, or because they have COVID-19 symptoms will work remotely, if medically able to do so. When unit members and students are both in quarantine, students will return to distance learning for the period of the quarantine. If a unit member is in quarantine but the students can continue in-person a substitute teacher will be assigned.

7. **Recordings.** Classes will not be recorded or live streamed unless necessary to meet the needs of student(s) as identified through the IEP or 504 process, and not without first conferring with the unit member. Administrators, not unit members, shall ensure that any recordings or live streams protect student confidentiality.
8. **Student Vaccination.** The parties will educate parents of students who are eligible to get vaccinated about the benefits of vaccination and encourage such parents to have their students vaccinated.
9. **Early Education Unit Members.** In-person instruction assignments for Early Education paraeducators will be eight (8) hours per day, five (5) days per week. In-person assignments for Early Education teachers will be seven and one-half (7 ½) hours per day, five (5) days per week. Virtual instruction assignments for Early Education paraeducators and teachers shall be for four (4) hours per day.
 - a. Early Education teachers and paraeducators who are providing in-person instruction shall receive a \$50 stipend for completion of optional professional development for fewer than 3 hours and a \$100 stipend for completion of optional professional development for 3 hours or more that will be made available by the Early Education Department during non-work hours over the summer.
 - b. Early Education teachers and paraeducators who are providing virtual instruction shall receive a \$100 stipend for completion of optional professional development for fewer than 3 hours and a \$150 stipend for completion of optional professional development for 3 hours or more that will be made available by the Early Education Department during non-work hours over the summer.
 - c. Teachers and paraeducators providing distance instruction shall not be required to work onsite.
 - d. Priority for virtual instruction assignments shall be given to unit members who request virtual instruction, based on seniority.
10. **OST Teachers.** For any and all OST classrooms to which OST teachers are assigned which have not been used for the OST program during the pandemic, OST teachers will be provided with three (3) teacher self-directed professional development/work days to be used on-site.
 - a. June 3, 4 & 7: OST certificated staff will provide virtual synchronous instruction for 60 minutes to students and 135 minutes of asynchronous instruction; the remainder of the workday (4.75 hours) may be used at the teacher's discretion.
 - b. June 3, 4 & 7: OST paraeducators will support virtual synchronous instruction for 60 minutes and support 135 minutes of asynchronous instruction; the remainder of the workday (4.5 hours) may be used at the paraeducator's discretion.

- c. OST teachers and paraeducators who are providing in-person instruction shall receive a \$50 stipend for completion of optional professional development for fewer than 3 hours and a \$100 stipend for completion of optional professional development for 3 hours or more that will be made available by the Early Education Department during non-work hours over the summer.
- d. OST teachers and paraeducators who are providing virtual instruction shall receive a \$100 stipend for completion of optional professional development for fewer than 3 hours and a \$150 stipend for completion of optional professional development for 3 hours or more that will be made available by the Early Education Department during non-work hours over the summer.
- e. OST assignments will be eight (8) hours per day, five (5) days per week. Some teacher and paraeducator assignments shall, with the unit member's consent, be reduced to no fewer than 3.25 and 3 hours respectively.
- f. If, based on low student enrollment, full, all-day in-person staffing is not needed at an OST site, teacher and paraeducator assignments shall be determined by seniority at the site.
- g. If there is a need for additional staffing at an OST site based on high student enrollment, teachers and paraeducators at under-enrolled sites shall be given priority for assignment, based on seniority.
- h. Teachers and paraeducators providing distance instruction shall not be required to work onsite.
- i. Priority for virtual instruction assignments shall be given to unit members who request virtual instruction, based on seniority.

11. **Duration.** Given the fast-changing nature of the pandemic, and with the goal of continuing to improve in-person and distance learning, the parties may amend, delete, or add to this agreement with mutual consent. This MOU shall expire in full without precedent on August 13, 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. The parties agree to continue to consult and negotiate in good faith after the execution of this MOU as necessary to prepare for the 2021-2022 school year.

12. **Schedules:**

Descriptions of student instructional schedules provided in this paragraph to this MOU are the schedules resulting from the consultation process. Start times are subject to change pending transportation; members will immediately be notified of any changes.

ESY: In-Person and Virtual Learning Academy for Elementary

From	To	Monday	Tuesday	Wednesday	Thursday	Friday
9:30 a.m.	1:00 p.m.	In Person or Synchronous and Asynchronous Instruction**				
1:00 p.m.	1:20 p.m.	In Person: SEL/Lunch Synchronous students: Lunch Bunch				
1:20 p.m.	1:30 p.m.	In Person: Dismissal Synchronous students: Closing Moves				

*Paraeducators have 30 minutes per day of paid prep and may choose the morning or the afternoon. As a result, paraeducators may choose one of two options for prep:

- 9-9:30a.m. OR
- 1:30-2p.m.

*Teachers may choose to prep in the morning or afternoon. Teacher prep time must equal one (1) hour per day. As a result, teachers may choose one of three options for prep:

- 8:30 to 9:30a.m. OR
- 1:30-2:30p.m. OR
- 9-9:30a.m. AND 1:30-2p.m.

** Students must receive at least three hours per day of live synchronous instruction. The use of synchronous and asynchronous instruction shall be at the discretion of the teacher, but in no case shall a student receive less than three (3) hours per day of synchronous instruction, as long as this is in compliance with a student’s IEP.

**Elementary will start at 9:30a.m. for students. Start times are subject to change based on transportation.

ESY: In-Person and Virtual Learning Academy for Middle School

From	To	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 a.m.	11:30 p.m.	In Person or Synchronous and Asynchronous Instruction**				
11:30 p.m.	11:50 p.m.	In Person: SEL/Lunch Synchronous students: Lunch Bunch				
11:50 p.m.	12:00pm	In Person: Dismissal Synchronous students: Closing Moves				

*Paraeducators have 30 minutes per day of paid prep and may choose the morning or the afternoon. As a result, paraeducators may choose one of two options for prep:

- 7:30-8:00a.m. OR
- 12:00-12:30p.m.

*Teachers may choose to prep in the morning or afternoon. Teacher prep time must equal one (1) hour per day. As a result, teachers may choose one of three options for prep:

- 7:00 a.m. to 8:00 a.m. OR
- 12:00 p.m. to 1:00 p.m. OR
- 7:30 a.m. to 8:00 a.m. AND 12:00 p.m. to 12:30 p.m.

**Students must receive at least three hours per day of live synchronous instruction. The use of synchronous and asynchronous instruction shall be at the discretion of the teacher, but in no case shall a student receive less than three (3) hours per day of synchronous instruction, as long as this is in compliance with a student’s IEP.

**Middle Schools will start at 8 a.m. Start times are subject to change based on transportation.

ESY: In-Person and Virtual Learning Academy for High School

From	To	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 am	12:30 pm	In Person or Synchronous and Asynchronous Instruction**				

12:30 pm	12:50 pm	In Person: SEL/Lunch Synchronous students: Lunch Bunch
12:50 pm	1:00 pm	In Person: Dismissal Synchronous students: Closing Moves

*Paraeducators have extra 30 minutes per day of paid prep and may choose the morning or the afternoon. As a result, paraeducators may choose one of two options for prep:

- 7:30-8:00a.m. OR
- 12:00-12:30p.m.

*Teachers may choose to prep in the morning or afternoon. Teacher prep time must equal one (1) hour per day. As a result, teachers may choose one of three options for prep:

- 7:00 a.m. to 8:00 a.m. OR
- 1:00 p.m. to 2:00 p.m. OR
- 7:30 a.m. to 8:00 a.m. AND 1:00 p.m. to 1:30 p.m.

**Students must receive at least four hours per day of live synchronous instruction. The use of synchronous and asynchronous instruction shall be at the discretion of the teacher, but in no case shall a student receive less than four (4) hours per day of synchronous instruction, as long as this is in compliance with a student's IEP.

**High School will start at 8:00 a.m. for students. Start times are subject to change based on transportation.

COVID Recovery Services Morning Schedule: Elementary, Middle & High School

From	To	Monday	Tuesday	Wednesday	Thursday	Friday
9:00 a.m.	11:50 a.m.	In Person or Synchronous Instruction**				
11:50 a.m.	12:00 p.m.	In Person: Dismissal Synchronous students: Closing Moves				

*Teachers may choose to use the 30-minute prep in the morning before 9 a.m. or after 12 p.m.

**CRS services must be provided synchronously.

COVID Recovery Services Afternoon Schedule: Elementary, Middle & High School

From	To	Monday	Tuesday	Wednesday	Thursday	Friday
1:00 p.m.	3:50 p.m.	In Person or Synchronous -Instruction**				
3:50 p.m.	4:00 p.m.	In Person: Dismissal Synchronous students: Closing Moves				

*Teachers may choose to use the 30-minute prep either before 1:00 p.m. or after 4:00 PM.

**CRS services must be provided synchronously.

OST Schedules

The schedule below are sample schedules for OST; specific schedules for each school site

will be set based on family and student need and in consultation with UESF members at the school site.

OST: In-Person Schedule

From	To	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 a.m.	***4:30 p.m.	In Person Instruction				

*** The OST in-person workday is from 8:00am until 4:30pm (with a 30-minute lunch).

OST: Virtual Schedule

From	To	Monday	Tuesday	Wednesday	Thursday	Friday
9:00 a.m.	12:15 p.m.	*Synchronous and Asynchronous Instruction				

*Students must receive at least one hour per day of live synchronous instruction. The use of synchronous and asynchronous instruction shall be at the discretion of the teacher, but in no case shall a student receive less than one (1) hour per day of synchronous instruction.

Early Education Pre-K Summer Schedules

Early Education: In-Person Pre-K Summer Schedule

From	To	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 a.m.	4:30 p.m.	In Person Instruction				

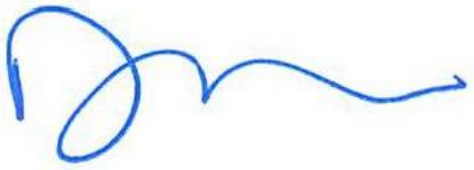
Early Education: Virtual Pre-K Summer Schedule

From	To	Monday	Tuesday	Wednesday	Thursday	Friday
8:30 a.m.	12:30 p.m.	*Synchronous and Asynchronous Instruction				

*Students must receive at least two hours per day of live synchronous instruction. The use of synchronous and asynchronous instruction shall be at the discretion of the teacher, but in no case shall a student receive less than one (2) hour per day of synchronous instruction.

Susan Solomon
United Educators of San Francisco

5/27/2021
Date



San Francisco Unified School District

5/26/2021
Date