

**MEMORANDUM OF UNDERSTANDING
BETWEEN SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
AND SANTA MONICA MALIBU CLASSROOM TEACHERS ASSOCIATION**

School Closure Related to Coronavirus-19/COVID-19

April 6, 2020

The **Santa Monica-Malibu Unified School District** (“District”) and **Santa Monica Malibu Classroom Teachers Association** (“Association”) enter this Memorandum of Understanding (“MOU”) regarding the school closure related to COVID-19.

The Parties recognize there is a need to close schools (“emergency school closure”) and move to an alternative learning plan to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from the coronavirus during the 2019-2020 school year.

- I. Unit members’ compensation and benefits shall not be reduced as a result of the emergency school closure. Unit members who coach athletics or receive other stipends, shall be paid their full stipends in accordance with the collective bargaining agreement.
- II. Unit members who are not available to fulfill their professional duties may apply for, and be granted, a leave of absence under the terms of the Families First Coronavirus Response Act (FFCRA) and/or applicable leave provisions allowed by law and/or the collective bargaining agreement.
- III. Unit members shall work remotely, during contracted days and hours, for the duration of the emergency school closure. Unit members shall check their emails, at minimum, two times per day (mid-morning and mid-afternoon recommended) and respond to parents, students, and colleagues in a timely manner. Should parents or students need to speak to a unit member who is working remotely, they will email the unit member, and the unit member shall call via telephone, or via mutually agreed upon alternative, at a mutually agreeable time. It is recommended the unit members utilize *67 to block their personal numbers.
- IV. Unit members including, but not limited to special education teachers, counselors, advisors, and College and Career counselors shall be provided specific professional guidelines as to how to provide safe and confidential services to students. This shall include protocols for addressing students in crisis.

- V. Unit members shall provide students with flexible learning opportunities that may include, but are not limited to, streaming real time direct instruction, recorded lessons, enrichment and review. Unit members will also offer designated office hours to support students interactively. Unit members shall determine the means and method of providing distance learning based on their home resources and expertise, as well as their students' ability to access the curriculum.

The District may compile a list of suggested platforms, but may not require the use of any one platform for all members in addition to Google Classroom and Seesaw. The District shall notify all parents/guardians that the use of a video-conferencing platform by unit members to interact with students (SeeSaw, Google Meet, Zoom, Skype, WebX) may be required in order to facilitate their learning, and shall encourage parents/guardians to monitor the appropriate use of this medium with their student(s). The District shall contact families utilizing a variety of methods to ensure student participation.

Unit members shall be held harmless in the event a student (or students) misuses this platform or engages in inappropriate activity. The District shall provide additional training for the use of technology for the purposes of distance learning as needed. If unit members wish to provide materials in print to students, the District shall provide the means for printing. The District acknowledges that the appropriateness and needs of remote learning will vary greatly from TK to 12th grade.

- a. SLT's and FAC will continue to provide consultation in setting school wide meetings, schedules and teacher expectations.
- b. Unit members in level-alike and subject-alike groups will utilize curriculum guides, when available, to agree upon a common essential curricula and benchmarks to be covered during the span of the closure.

- VI. Students will be "held harmless," and will not receive a lesser grade than their grade when District schools closed, as a result of engaging in distance learning during this unprecedented time. Following further guidance from the California Department of Education (CDE) SSPI, or Governor, the parties will meet again to determine additional options for grading to ensure equity. If, no such guidance is received by April 17, the parties agree to meet and negotiate grading and credits on or after April 20, 2020.

- VII. The parties agree to meet regularly to address implementing guidance from the California Department of Education as well as the U.S. Department of Education in order to provide equitable and appropriate education for all our students and those with special needs.
- VIII. Teacher evaluations and related components shall be paused (unless the final classroom observation has already taken place) for the duration of any school closure (modified or otherwise). The revised evaluation cycle for unit members who have not had their final classroom observation shall be negotiated between the parties.
- IX. Teachers are expected to deliver content appropriate to his/her grade/level. Unit members shall not be evaluated on any lesson planning, implementation, delivery, and/ or student assessment associated with Distance Learning. Those Unit members not participating in online Distance Learning will be contacted by their administrator for support and to resolve the issue.
- X. The District shall submit a “J-13A waiver material decrease request or the Certification Form for COVID-19 whichever is appropriate”, and/or any other waiver for which the District may be eligible, to the California Department of Education (“CDE”) in order to mitigate the loss of funding.
- XI. Upon the State/County/District determination that schools are safe to re-open, the District shall provide all unit members a minimum of one paid workday to prepare for the return to the classroom with students. The District shall ensure that all school sites are adequately sanitized before unit members return and shall ensure that all sinks (including those located in staff break rooms, cafeterias/kitchens, nurse’s offices and janitorial closets) are functioning and kept stocked with soap and paper towels. Hand sanitizer shall be provided for every classroom, bathroom, workroom, workstation (for those unit members who do not have a traditional classroom), office, cafeteria, and outdoor area.
- XII. Upon returning from spring break, the District shall provide teachers with two days that require no student contact time so that teachers may prepare and plan for providing distance/remote learning for the duration of the school year. The scheduling of the two days shall be done by the principal, SLT and FAC.
- XIII. The Modified Day (professional collaborative time) shall continue at a time determined by the principal, SLT and FAC and shall be limited to 90 minutes. Consistent with Article VI.B.7.b.2, one meeting per month shall be a personal Professional Day.
- XIV. The District shall comply with Cal-OSHA guidelines.

- XV. Unit members shall not be required to make up adjunct duty or committee assignments missed as a result of the emergency school closure.
- XVI. In the event the State of California or other appropriate government agency deems alternative requirements for schools in response to COVID-19, the parties agree to negotiate the impacts and effects.
- XVII. Substitutes currently in Long Term Assignments (LTA) and Long-Term Leave Assignments (LTLA) shall continue to be paid for the duration of the assignment provided that they are doing the work of the teacher on leave.
- XVII. This MOU resolves the negotiable effects of school closures due to the coronavirus (COVID-19). The District and/or Association reserve the right to negotiate any additional impacts and/or additional school closures in the 2019-2020 school year.
- XVIII. The Parties understand the coronavirus (COVID-19) pandemic situation is fluid and mutually agree to review the provisions of the MOU, as necessary.

This MOU shall expire on June 30, 2020, or at the conclusion of this coronavirus crisis, but may be extended by mutual written agreement.

Mark Kelly – Signed electronically
District

Grant A. Clark – Signed electronically
Association

Date: April 6, 2020

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