

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
AND
SANTA MONICA-MALIBU CLASSROOM TEACHERS ASSOCIATION
REGARDING
REOPENING OF SCHOOLS FOR THE 2020-2021 SCHOOL YEAR
IN LIGHT OF THE IMPACT OF THE COVID-19 PANDEMIC**

Addendum #8 – Distance Learning Plus

February 12, 2021

The **Santa Monica-Malibu Unified School District** (“District”) and the **Santa Monica-Malibu Classroom Teachers Association** (“Association”), collectively referred to as “the Parties,” entered into a Memorandum of Understanding (“MOU”) regarding the reopening of schools for the 2020 - 2021 school year in light of the impact of the COVID-19 pandemic. The MOU was signed by the Parties on August 7, 2020.

On December 17, 2020, the Board of Education approved and gave direction to staff to implement Distance Learning Plus (“DL+”) at such time as Los Angeles County is in the “Red Tier.” The Parties held several meetings to discuss the definition and parameters of DL+. This addendum reflects agreements by the Parties regarding implementation of DL+.

Therefore, the Parties agree as follows:

1. DL+ provides students scheduled opportunities for on-site/in-person learning experiences with teachers and other school staff, and continues distance learning as implemented during the 2020 – 2021 school year, adjusted as necessary to facilitate on-site/in-person learning experiences.
2. The distance learning component of DL+ continues as the essential instructional model, including the primary means for students to receive first-time instruction. DL+ ensures that distance learning continues to be effective.
3. On-site/in-person “+” learning experiences may include, but are not limited to:
 - a. Social-emotional well-being and socialization activities;
 - b. Interventions, including targeted interventions structured to support specific students/groups who are struggling academically with distance learning;
 - c. Enrichment;
 - d. Extensions;
 - e. Formative assessments as deemed appropriate by the teacher, and
 - f. Physical activity.
4. On-site/in-person “+” learning experiences do not include critical learning opportunities/requirements. Critical learning opportunities include, but are not limited to, first-time instruction.

5. Unless otherwise authorized by Human Resources to be excused, teachers and other staff are expected to facilitate on-site/in-person “+” activities at such time when both of the following conditions have been satisfied:
 - a. Fifteen (15) days from when the Los Angeles County Department of Public Health (“LADPH”) has begun phase 1b vaccines for Education and Childcare.
 - b. The following two criteria for reopening schools have been met:
 - i. For grades TK – 5, the adjusted case rate in Los Angeles County is below 25 cases per 100,000 population per day, for five (5) consecutive days.
 - ii. For grades 6 – 12, when Los Angeles County reaches the “Red Tier.”
6. Unit members will be provided release time to be vaccinated.
7. Unit members who suffer an adverse reaction to the vaccine may utilize up to two (2) days of the ten (10) days of paid pandemic-related leave.
8. Unless otherwise authorized by Human Resources to be excused (e.g. approved leave of absence), teachers excused from being on-site/in-person are expected to support remote distance learning when “+” activities are happening.
9. In collaboration with the principal, Site School Leadership Teams (“SLTs”) and Faculty Advisory Committees (“FACs”) shall develop site-specific schedules. Development shall include obtaining input from staff. Furthermore:
 - a. Unit members shall work on-site/in-person up to two (2) days per week.
 - b. Schedules should retain existing distance learning schedules, but may be modified as necessary to provide on-site/in-person “+” activities.
 - c. Schedules shall retain existing planning time commitments.
 - d. Schedules shall retain existing English Language Development (“ELD”) and social emotional learning (“SEL”) time commitments.
 - i. On days when teachers are providing on campus learning, designated ELD may be satisfied through in-person activities or with alternative activities for students not participating in on-site/in-person activities.
 - ii. On days when teachers are providing on campus learning, SEL may be satisfied through in-person activities or with alternative activities for students not participating in on-site/in-person activities.
 - e. Priority will be given to special education and itinerant teachers when scheduling.
 - f. Alternative activities will be arranged by sites for students not participating in the “+” aspect of DL+.
 - g. Priority shall be given to use of outdoor spaces when feasible.
 - h. The Parties acknowledge that because of differing enrollment, schedules may differ by site.
10. After two or more weeks of implementation of DL+, the Parties agree to meet to evaluate the extent to which DL+ meets the needs of the stakeholders.

For the District

For the Association

Date:

Date: