

**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 #9 – Hybrid Model

March 6, 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 February 17, 2021, the Parties signed an agreement (#8) to implement the Distance Learning Plus reopening model. However, rapidly improved case rates, the availability of vaccinations for educators and changes to the reopening protocols for schools prompted the District to ask to meet with the Association regarding accelerating reopening plans. The Parties met to discuss altering the plans in Addendum #8 to bring students on-site/in-person with a hybrid model. This addendum reflects agreements by the Parties regarding implementation of a hybrid model.

Therefore, the Parties agree as follows:

1. Beginning April 12, 2021, elementary schools shall implement the five-day school week as follows:
 - a. In collaboration with the principal, site School Leadership Teams (“SLTs”) and Faculty Advisory Committees (“FACs”), sites shall develop a hybrid model that returns students on-site/in-person for four (4) days per week, for no less than 10 hours per week (exclusive of arrival and dismissal). A site hybrid model with students less than four (4) days per week must have the time equivalent to a hybrid model of four (4) days per week. Hybrid models with more than ten (10) hours are acceptable, with growth in hours encouraged.
 - b. One (1) day per week, teachers will do distance learning in the morning from 8:30 am – 10:30 am. For the remaining portion, teachers will plan, collaborate with colleagues, participate in occasional IEP/504 meetings, and engage in activities designated for Modified Day time. Students will be engaged in distance learning until 10:30 am and asynchronous learning thereafter.
2. Site schedules must fit within the time frame of the site’s pre-pandemic school day or its time equivalent (Example – If the site pre-pandemic school day is from 8:00 am – 3:00 pm, inclusive of all grade levels, the site hybrid schedule must fit within this time frame. An example of a time equivalent schedule would be 8:30 am – 3:30 pm).

3. Schedules may differ by site.
4. Priority will be given to special education and itinerant teachers when scheduling.
5. During the weeks from March 15 – March 26, schools will implement one experience for students in each of the two weeks. On-site/in-person activities include welcome, orientation, teaching of campus protocols, establishing rituals and routines, walk-through of the daily schedule and social-emotional learning activities.
6. Schools will fully implement hybrid schedules starting on April 12 (see #1).
7. Unit members shall be provided two days for preparation on March 11 and March 12. Each day shall consist of live interaction with students from 8:30 am – 9:00 am, followed by asynchronous learning.
8. During the period from April 12 – May 15, unit members shall be provided two (2) additional days for on-going preparation. The principal, in consultation with SLT and FAC, shall schedule the two days. Each day shall consist of live interaction with students from 8:30 am – 9:00 am, followed by asynchronous learning for students.
9. In an effort to retain teacher assignments for students who remain in distance learning, sites will utilize a tiered response:
 - a. When substantial numbers of students remain in distance learning (“DL”), DL students will be grouped together in a single stable group and remain with their teacher of record who will provide distance learning during scheduled hybrid time. The groups opting to be on-site/in-person will be scheduled for the other hybrid time.
 - b. When a small number of students (e.g. 1 – 3) remain in distance learning, the teacher and SMMCTA will be consulted about the teacher of record offering concurrent instruction to both groups. Teachers who teach concurrently will be offered additional instructional assistant time. If no instructional assistant is available, the administration shall meet with the affected teacher(s) and the SMMCTA president or designee to consider an alternative response within five (5) working days.
 - c. When neither option (“a” or “b”) is possible, a teacher from the site will be assigned to the students remaining in distance learning.
 - d. If no other option exists, the District shall assign a teacher to the students remaining in distance learning.
10. Unless otherwise authorized by Human Resources (e.g. approved leave of absence), teachers excused from being on-site/in-person are expected to support remote distance learning.
11. In consultation with SMMCTA, the District shall contract with an industrial hygienist to assess HVAC upgrades and ventilation.
12. The District agrees to provide additional classified staff, such as custodians and instructional assistants, and/or alter assignments as necessary, to implement hybrid schedules.
13. The District shall implement a system for reporting issues and concerns regarding compliance to safety protocols.

14. Until such time as the Los Angeles County’s Reopening Protocols allow, elementary music teachers and other itinerant teachers shall continue in distance learning. Site schedules are to be shared with these teachers.
15. The District agrees to make its best effort to assist unit members working on-site/in-person or in distance learning with accessing child care.
16. The District shall implement surveillance testing if required to do so by the Los Angeles County Department of Public Health.
17. On or before May 15, 2021, the Parties agree to mutually develop and deliver a survey to unit members and site administrators regarding the implementation of hybrid models. On or before May 31, 2021, the Parties agree to meet and review the results of the survey.
18. The Parties understand the coronavirus (COVID-19) pandemic situation is fluid and mutually agree to review the provisions of the addendum, as necessary. 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.

Mark Kelly

Grant A. Clark

For the District

For the Association

Date:

Date: