

**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**

August 7, 2020

The **Santa Monica-Malibu Unified School District** (“District”) and the **Santa Monica-Malibu Classroom Teachers Association** (“Association”), collectively referred to as “the Parties,” enter into this 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.

On or about July 13, 2020, the County of Los Angeles Department of Public Health (“LADPH”) published Reopening Protocols for K-12 Schools. The Protocols require that schools must implement “all applicable measures” and “be prepared to explain why any measure is not implemented is not applicable to the setting.” On or about July 17, 2020, the California Department of Public Health (“CDPH”) released in-person reopening criteria stating, “Schools and school districts may reopen for in-person instruction at any time if they are located in a local health jurisdiction (LHJ) that has not been on the county monitoring within the prior 14 days.” The protocols and criteria have the effect of requiring the District to reopen school with distance learning for all students.

In addition to the above identified Protocols and criteria, recent budget trailer bills, including Senate Bill (“SB”) 98 and Assembly Bill (“AB”) 77, establish parameters for school reopening. The components of SB 98 and AB 77 establish requirements and expectations for in-person learning, distance learning, and any combination thereof. The California Department of Education (“CDE”) also provides guidance to school districts regarding distance learning and the reopening of schools. The Protocols, criteria, SB 98, AB 77, and CDE guidance establish standards for continued use by the Parties in discussions regarding the reopening of schools. The Parties agree that the on-going pandemic is dynamic and fluid, and that current directives from governmental entities (not solely limited to those described above) are subject to change that will require the Parties to continue on-going negotiations and discussions.

Therefore, the Parties agree as follows:

Reopening

1. Students shall begin the 2020 – 2021 school year in distance learning.
2. Prior to resuming in-person instruction, including any resumption of professional duties that require unit members to be on-site, the District shall fulfill the requirements of the LADPH Reopening Protocols for K-12 Schools¹.

¹ The document may be updated as new information and resources become available.
http://publichealth.lacounty.gov/media/Coronavirus/docs/protocols/Reopening_K12Schools.pdf

3. Per the CDPH², schools and school district may reopen for in-person instruction at any time if they are located in a local health jurisdiction (LHJ) that has not been on the county monitoring list within the prior 14 days.
4. The District shall provide reasonable notice to the Association prior to a transition to a different instructional model (e.g. hybrid, full in-person instruction). Reasonable notice shall be no less than five (5) work days.

Instruction

5. Unit members shall implement the distance learning agreements established by the Teaching and Learning working group. These distance learning agreements shall fulfill the requirements established by SB 98 and AB 77. (See Appendix A)
6. Unit members shall have the right to work from District-assigned locations on District property or from member-determined remote locations. A remote location is a location other than District property. Unit members shall have the right to access their work site during regular school hours, as they deem necessary, following procedures and protocols established by the District.
7. In the event the principal or designee, determines that a teacher is not fulfilling the distance learning agreements established by the Teaching and Learning working group, he/she shall meet with the teacher to inform the teacher of the areas of concern. The teacher shall be given the opportunity to address the areas of concern. If not addressed, the principal or designee shall require the teacher to submit a written plan for addressing the concerns. Additionally, the principal or designee shall contact the Association President or designee to assist the teacher.

Professional Development/Planning Time and Calendar

8. TK – 12 and CDS unit members shall be provided two (2) additional days of professional development and planning time to be held on August 20 and 21, 2020. The first instructional day for students is Monday, August 24, 2020. The first work day for TK – 12 teachers is August 17, 2020. The first work day for CDS teachers is August 18, 2020. (See Appendix B)
9. For unit members, the work year shall be extended by two (2) days. The last work day shall be June 11, 2021. For the two (2) additional days, teachers shall be compensated at their own daily rate.
10. Back to School Night (“BTSN”) may be rescheduled to an earlier date (on or about the first day for students) so that parents receive information regarding distance learning. The principal or designee shall collaborate with his/her Faculty Advisor Committee (“FAC”) and School Leadership Team (“SLT”) to schedule BTSN. The principal or designee shall work with the principals within their respective pathway to schedule BTSN in a way that allows parents to attend BTSN at more than one school.

² COVID-19 and Reopening In-Person Learning Framework for K-12 Schools in California, 2020-2021 School Year. <https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Schools%20Reopening%20Recommendations.pdf>

11. The principal or designee shall meet with his/her FAC and SLT to develop a schedule that meets the required number of daily minutes on all calendared minimum days.
12. The District shall provide a minimum of four (4) half-days of professional development for substitute teachers to be paid at the rate of \$91.50 for each half day.
13. Unit members shall attend professional development embedded in work day. Unit members who do not attend are required to report their absence to the site time keeper who will deduct the time from their personal leave bank. Special education teachers (including itinerant and adaptive physical education teachers), speech and language pathologists, and language and literacy interventionists may be excused to provide direct services to students, with supervisor approval. The District, when possible, will record professional development sessions to be available for later viewing.

Virtual School Teaching Option

14. In the event that a Virtual Learning Academy³ option is made available to students, teachers who are 65 years of age or older, or who have a documented medical condition will be given first priority. Teachers who are caretakers for a person(s) who are 65 years of age or older, or who have a documented medical condition, will be given second priority. All other teachers may request the Virtual Learning Academy option and be given third priority. Approval for any teacher to serve as a Virtual Learning Academy teacher is determined by the number of students who select this option.
15. The Virtual Learning Academy option, and/or, changes in enrollment may require changes in teacher assignments, including but not limited to, grade level, course assignment or site location. The District reserves the right to change a teacher's assignment in order to align to the program and/or enrollment needs of the District.

Leaves

16. Unit members who are not available to fulfill their professional duties may apply for a leave of absence under the terms of the Families First Coronavirus Response Act ("FFCRA") and/or applicable leave provisions allowed by new legislation, existing law, and/or the Collective Bargaining Agreement.
17. Unit members who are 65 or older, or have existing health conditions that make them vulnerable to outcomes of COVID-19, may request to engage the District in the interactive accommodation process.

Evaluation

18. Teachers will be evaluated during the 2020 – 2021 school year.
 - a. Permanent unit members in year one of the evaluation cycle, or who opt for observation (year three), shall be evaluated on CSTP Six (6) and two mutually-agreed-upon CSTPs. In the event that the unit member and evaluator cannot mutually agree, they may engage a site representative to assist.
 - b. Evaluations paused during 2019 – 2020 shall be completed no later than November 1, 2020.
 - c. Probationary and temporary unit members shall be evaluated per Article XI of the Collective Bargaining Agreement.

³ The Virtual Learning Academy option differs *from distance learning for all* in that students would commit to a semester or year of learning (similar to the district's existing Independent Study Program) and not resume in-person attendance.

Indemnification

- 19. The District shall indemnify and defend unit members working remotely to the extent required by Government Code section 995 et. seq. This indemnification commitment includes claims from parents against unit members working remotely for actions that were not within a unit member’s control.
- 20. The District shall remind parents that per Education Code 51512, recording or photographs of live and synchronous instruction is prohibited unless the unit member and administrator consents to the recording. Students who record or photograph virtual sessions without consent will be subject to disciplinary action.

Collective Bargaining Agreement

- 21. The agreements stated in this MOU shall supersede any provisions of the Collective Bargaining Agreement that are in conflict for the duration of this MOU, or until modified by mutual agreement between the District and the Association. All other provisions of the Collective Bargaining Agreement remain in effect.

Term of the MOU

- 22. This MOU shall expire on June 30, 2021. The term may be shortened or extended by mutual agreement between the District and the Association.
- 23. The on-going pandemic, and its impact on education, is dynamic and fluid. The District or the Association reserve the right to request to negotiate distance learning, the reopening of school or any effects of the current crisis.
- 24. This is a non-precedent setting agreement.

Mark Kelly – Signed electronically
For the District

For the Association

Date: August 7, 2020

Date: