

**Memorandum of Understanding  
Between  
Santa Monica-Malibu Unified School District  
and  
Santa Monica-Malibu Classroom Teachers Association  
For the 2021-2022 School Year Regarding COVID-19**

**Addendum #1  
Short-Term and Long-Term Independent Study  
and Additional Safety Protocols**

**October 28, 2021**

On June 9, 2021, 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 a Memorandum of Understanding (“MOU”) regarding the 2021 – 2022 school year.

That MOU explained that during the 2020 – 2021 school year, the Parties successfully negotiated a master MOU and eleven (11) addendums that established agreements between the Parties to provide safe and professional conditions for teaching and learning during the global pandemic. The Parties acknowledge that conditions within Los Angeles County continue to improve, much in part to access to vaccines and implementation of mitigating measures. This agreement reflects that the Parties believe that a reasonably cautious approach to the opening of the school year is important to ensuring safe and professional conditions for teaching and learning.

As of the date of this agreement, the Los Angeles Department of Public Health (“LADPH”) continues to require schools to comply with its Reopening Protocols for K – 12 School. Additionally, there are other protocols written by LADPH (e.g. Reopening Protocols for Youth and Adult Recreations Sports Leagues) and other governing agencies that place requirements on the District. As required, the District shall adhere to these protocols.

The Parties initiated discussions regarding requirement imposed by the State of California in Assembly Bill 130 (“AB 130”) and its subsequent trailer and clean up bills signed into law July 2021 and September 2021 respectively requiring school district in California to offer an Independent Study option for the 2021–2022 school year only to students and families whose health would be put at risk by in-person instruction, as determined by the parent or guardian.

Therefore, the Parties agree as follows:

*Safety*

1. The District shall continue to comply with protocols from LADPH, and any other protocols including the LADPH’s Exposure Management Plan that govern the District’s operations for its programs and facilities. The most recent protocols can be access at the following links:

[http://publichealth.lacounty.gov/media/Coronavirus/docs/protocols/Reopening\\_K12Schools.pdf](http://publichealth.lacounty.gov/media/Coronavirus/docs/protocols/Reopening_K12Schools.pdf)

[http://publichealth.lacounty.gov/media/Coronavirus/docs/protocols/ExposureManagementPlan\\_K12Schools.pdf](http://publichealth.lacounty.gov/media/Coronavirus/docs/protocols/ExposureManagementPlan_K12Schools.pdf)

2. The District shall continue PCR testing, at each school site for students and staff and, if required, for students participating in athletics.
3. The District shall continue to make personal protective equipment (“PPE”) available. If not required by any protocol, students and staff may request and/or wear/utilize PPE.
4. Masks must be worn at all times on district property, including outdoors. Masks may be removed during the act of eating and drinking and must be put back on immediately. Exception to the mask-wearing requirement applies to students with approved exemption and/or accommodation, or for students with special needs who are unable to wear a mask. A plan shall be developed for students with special needs who are unable to wear a mask. Any unit member working alone in a room may remove their mask. Members shall be allowed to continue wearing masks if the LADPH guidelines or requirements change.
5. Each site shall have a COVID Compliance Team to address health and safety issues and implementation of protocols. Consistent with existing practice, issues that are related to the on-going crisis, but are non-contractual issues, shall be presented to Faculty Advisory Committees (“FAC”). By whatever means issues are presented to FAC (e.g. Google form), it includes the opportunity to raise unresolved COVID-related concerns.

#### *Leave Provisions*

6. California’s Supplemental Paid Sick Leave (“SPSL”) provisions expired on September 30, 2021. After September 30, 2021, unit members may utilize their remaining personal SPSL leave balance for the following reasons:
  - a. Unit member is subject to an isolation period.
  - b. Unit member has been advised by a health provider to isolate due to concerns related to COVID-19 or a vaccinated unit member has been advised by a health provider to quarantine due to concerns related to COVID-19.
  - c. Unit member is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
  - d. Unit member is caring for a family member who is subject to a quarantine or isolation order.
  - e. Unit member is caring for a child whose school or place of care is closed for reasons related to COVID-19 on the premises.
  - f. Unit member is experiencing symptoms related to receiving the vaccination booster shot.

#### *Short and Long-Term Independent Study*

7. The District shall hire Quarantine Teachers to support students in COVID-19-related short-term independent study. Support includes: a) serving as the liaison between the school and student/family, and b) help prepare, gather and organize materials to be sent home.
8. Elementary and secondary schools shall implement the Quarantine Short-Term ISP process as described on the attached documents.
9. Special education teachers shall implement the Special Education - Quarantine Short-Term ISP process as described on the attached document.

10. Teachers and other relevant staff members will be notified on the first day a student, or students, has been placed on isolation or quarantine.
11. The regular assigned teacher(s) shall assign student work (see process documents) and ensure that students in short-term independent study have access to curriculum through online platforms that unit member have determined appropriate for their students.
12. At the elementary level, if a student is required to isolate or quarantine (“individual isolation/quarantine”), the student will be assigned to a Quarantine Teacher for the duration of the isolation/quarantine period. The general education and special education teacher (as applicable) will provide instructional materials and/or access to online platforms.
13. At the elementary level, if a whole class (or nearly) is quarantined, the teacher shall move to short-term independent study learning. Teachers shall have one preparation day. On the preparation day, the teacher shall implement a student work day to include daily live interaction, followed by preparation time.
14. At the elementary level, in the case of a partial class quarantine (five (5) or more students), to prepare student work, the teacher will be compensated four (4) hours at the established hourly rate.
15. Class sizes for long-term independent study shall be consistent with the Collective Bargaining Agreement.
16. Per Article XI, Section A.2 of the CBA, long-term independent study and quarantine teachers may exercise their right not to be evaluated this year. Probationary teachers shall be evaluated.
17. Unit members who have agreed to a long-term independent study or Quarantine Teacher assignment shall have return rights to their original school sites.

*Miscellaneous*

18. Subject to determination and approval of the Director, Special Education, Speech and Language Pathologists shall be compensated at their “own hourly rate” for providing services outside the instructional day. Additional teaching classifications may be approved for compensation at their “own hourly” by the Director, Special Education. Subject to determination and approval of the Director, Student Services, School Nurses shall be compensated at their “own hourly rate” for providing services outside the instructional day.
19. School Nurses shall be provided cell phones and laptops. The cell phones shall replace the cell phone stipend.
20. The Parties understand the coronavirus (COVID-19) pandemic situation is fluid and the Parties 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.
21. This is a non-precedent setting agreement.

*Term*

22. This Addendum shall expire on June 30, 2022. The term may be shorted by mutual agreement of the Parties.

Mark Kelly – Signed electronically

Grant A. Clark – Signed electronically

For the District

For the Association

Date: November 15, 2021

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Attachments:    Quarantine Short Term ISP Process - ES - 10-28-21  
                      Quarantine Short Term ISP Process - Secondary - 10-28-21  
                      Quarantine Short Term ISP Process - SpEd - 10-28-21