**MEMORANDUM OF UNDERSTANDING**

**BETWEEN MOORPARK UNIFIED SCHOOL DISTRICT (MUSD)**

**AND THE MOORPARK EDUCATORS’ ASSOCIATION (MEA)**

COVID-19 Distance Learning

The Moorpark Unified School District (“District”) and Moorpark Educators Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding school re-opening related to COVID-19.

The Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and families while also providing access to education for students.

The Parties acknowledge that staff will begin the school year using a distance learning model and students may return to on-campus instruction COVID-19 during the 2020-2021 school year when it is determined by state and local health professionals that it is safe to do so.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement (“CBA”) not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) *California Government Codes 3540 et seq.* apply and remain in effect.

The District and MEA agree to the following:

1. Bargaining unit members *may* report to their assigned school site or District workspace according to their site time to teach in the distance learning format and shall be responsible for following all safety and health requirements in outlined by the District.
2. Teachers who choose to work from an alternate setting shall follow the attached **Distance Learning Work from Alternate Worksite Protocols.**
3. Per SB98, teachers shall provide daily live interaction with all students.
4. Per SB 98, teachers shall provide daily instruction to all students designed to meet their needs including progress monitoring, assessment, grading, and maintaining school connectedness. This interaction shall take place via the Canvas Learning Management System.
5. Per SB98, teachers shall plan and deliver instruction and content using District adopted curriculum via the Canvas Learning Management System. All content shall be aligned to grade level standards that are provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
6. The District shall provide teachers the necessary training, equipment, and supplies in order to deliver distance learning to students, including but not limited to technology, curriculum, materials, video cameras, headphones, and any other items normally provided during in-person learning.
7. Unit members shall be responsible for responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students.
8. Teachers shall regularly monitor student work completion and participation, provide students feedback, grade student work, assignments and assessments, and take attendance for each class taught by them.
9. Per SB 98, teachers shall document daily participation, engagement and attendance for each pupil on each school day, in whole or in part, for which distance learning is provided. A pupil who does not participate in distance learning when assigned to do so shall be documented as absent by the distance learning teacher. Evidence of daily student participation in distance learning shall be obtained using participation in online activities, completion of regular assignments and/or assessments and/or contacts between employees of the District and pupils or parents or guardians.
10. Unit members shall regularly communicate with parents and guardians regarding a pupil’s academic progress consistent with established practices and procedures for traditional in-person learning.
11. Per SB98, after three (3) unexcused absences, teachers shall report student non-participation to the site administrator for additional outreach and follow-up.
12. The District will make every effort to ensure equitable access to education for all students that all pupils have adequate access to connectivity and technological devices in order to participate in the educational program and complete assigned work.
13. The District shall assist in academic and other supports in distance learning that are designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
14. According to *Education Code 43501* as amended by SB98 the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-12 (240 daily minutes), are in effect for the 2020-2021 school year. See attached distance learning schedules.
15. Teachers may request additional training for the use of technology and the Canvas Learning Management System for the purposes of distance learning.
16. If bargaining unit members wish to provide materials in print to students, the District shall provide the means for printing. Bargaining unit members shall adhere to safety guidelines established by the school principal when utilizing shared equipment.
17. Bargaining unit members are expected to work and be available during their normal contractual work hours and workday to provide students and parents with consistency and to avoid conflicts, members will schedule regular office hours/interactive instruction. Bargaining unit members shall have time each week designated to provide student support, feedback, and clarification and may be conducted via phone, email, and/or Canvas.
18. Interactive instruction through distance learning shall include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and provides the bargaining unit member opportunities to provide the student encouragement and feedback.
19. During Distance Learning, teachers shall be held harmless if students behave inappropriately; the incident shall be reported to administration immediately.
20. Bargaining unit members who have school aged children through 8th grade may bring their child to work with them and allow them to be in their classrooms or workspace. School aged children who come to work with their parents shall follow all District safety protocols.
21. Child care shall be provided by the District, free of charge, for bargaining unit members who choose to bring their school aged child/children to work with them but keeping them in their classrooms or workspace is not feasible.
22. The District and MEA agree to abide by the method for acquiring subs as stated in the CBA; however, if a teacher who is not feeling well or has been ordered to self-quarantine by a medical professional, but is able to successfully work from home rather than have a substitute, the teacher may volunteer to forgo having a substitute and teach from home and shall immediately notify the principal. Working from home in lieu of a substitute shall be limited to 10 days.
23. Teachers who work from home in lieu of having a substitute, shall work their regularly scheduled hours, prepare a professional workspace, and dress professionally in the home setting.
24. The absent teachers shall provide any necessary sub plans for the substitutes to follow and access to Google Meet. Two days of emergency lessons plans shall be kept on file in the school office to be used in the event of an unplanned absence where the teacher is unable to leave lesson plans.
25. Bargaining unit members shall be provided five (5) preparation days prior to the start of the return of students as agreed upon in June of 2020. These days shall be non-student days. Three and one half (3 1/2) days of the five (5) days shall be used for trainings and professional development, one (1) day shall be used for preparing for the opening of school, and one half (1/2) day shall be used for staff meetings.
26. District health and safety protocols will be developed to minimize interaction of bargaining unit members, and other staff prior to the daily opening of the classroom space for distance learning. Protocols shall address protective measures for reducing the spread and exposure of COVID-19 and shall include but are not limited to:
* Hand hygiene/effective hand washing
* Respiratory Etiquette
* Face coverings/wearing face coverings
* Physical/social distancing
* Enhanced sanitation practices
* Recognizing symptoms of COVID-19
* Protocols for when someone becomes sick
* Staying home when appropriate
* When to seek medical attention
1. Any and all in-person adjunct duties, committee assignments, or extra-duty positions shall be cancelled unless such duties, assignments, or positions can be reasonably performed in a virtual setting. Meetings are encouraged to be held virtually whenever possible.
2. Evaluations for permanent teachers may be suspended for the 2020-2021 school year with the exception of any teacher who received an unsatisfactory rating during the prior year and those teachers that the principal requests to evaluate.
3. Unit members shall not be required to make up adjunct duty or committee assignments missed as a result of the emergency school closure.
4. Attached to this MOU are the Distance Learning schedules for elementary and secondary teachers which were developed in collaboration with the elementary and secondary task force teams.
5. Upon the determination by state and local health professionals that schools are safe to re-open, the District shall ensure that all school sites are adequately sanitized before unit members return, including restocking of soaps, paper towels, and hand sanitizer.
6. The District and MEA will collaborate to develop an appropriate re-entry process once the County and State determine it is safe for students and all staff to return to work on campus.

This MOU shall expire when the State and County health officials determine it is safe to return to schools, but may be extended by mutual written agreement.

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District MEA

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