**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**MOORPARK UNIFIED SCHOOL DISTRICT (MUSD)**

**AND**

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

**School Closure Related to Coronavirus-19/COVID-19 (COVID-19)**

April 1, 2020

The Moorpark Unified School District (“District”) and Moorpark Educators Association (“Association”) enter these guidelines regarding the school closure related to COVID-19.

The Parties recognize there is a need to close schools (“emergency school closure”) and move to alternative learning plans to allow for social distancing as recommended by public health officials to prevent the spread of illness arising from the coronavirus during the 2019-2020 school year. The Parties understand the coronavirus (COVID-19) pandemic situation is fluid and mutually agree to review the provisions of this document as necessary.

1. Unit members shall work remotely for the duration of the emergency school closure. In the event that a unit member must report to a district site, the District shall communicate the need and reason(s) in writing and give the unit member a reasonable amount of time to report to work. Additionally, the District will provide for social distancing during the time members are on site. School sites will be cleaned and sanitized each time after they are occupied by employees.
2. Unit members with compromised health, advanced age (65+ years old) shall not be required to report to work and be allowed to work remotely until schools have been reopened.
3. During school hours, unit members shall collaborate with site grade level teams or subject matter colleagues, perform assigned work, provide instruction in their course content as reflected in their ECLRs, and implement the distance learning plan for the grade span in which they teach (see Attachments) based on their students’ ability to access the curriculum.
4. During school hours, unit members shall be reachable and available to communicate via email and other predetermined acceptable modes of communication with students, parents, and other staff.
5. Unit members may request additional training for the use of technology for the purposes of distance learning.
6. If it is necessary to provide materials in print to students, the District shall provide the means for printing. In order to provide for social distancing, predetermined times shall be set for members to use equipment and materials. These times and occurrences shall be minimized as much as possible.
7. Provided state and federal funding continues, unit members’ compensation and benefits shall not be reduced as a result of the emergency school closure.
8. If a unit member delivers instruction through video conferencing, s/he shall be held harmless if a student behaves inappropriately and the unit member shall report the incident to administration immediately.
9. In the event that student completed work is physically collected, the materials shall be quarantined for no less than 48 hours, or the recommended time as determined by health care professionals.
10. Unit members are held responsible to adhere to the principles and policies as outlined in the Moorpark Unified School District Board Policies and the MEA collective bargaining agreement.
11. Unit members must notify their site principals of an “absence” due to accident, illness, or personal necessity if they are unable to provide instruction and/or be available for District business during their at-home work hours and shall notify their principals by phone or email as soon as the necessity becomes known. Office managers will enter the absence into Frontline.
12. Consistent with the MEA/MUSD Master Agreement, unit members who are “absent” for one-half of the time of their at-home work hours shall have deducted one-half day from their accumulated leave; and if the absence exceeds more than one-half day, a full day shall be deducted from their accumulated leave.
13. In the event that unit members are unable to provide instruction during their at-home work hours due to accident, illness, or personal necessity, they must ensure that students are provided with alternative plans for the duration of their absence. These alternative plans shall be distributed to students on the same platform as they use for regular at-home teaching. Teachers shall notify their students to let them know that they are not available on the date of their “absence” and how to access the alternative plans. If they are unable to create an alternative lesson, the unit member shall communicate the issue with their principal.
14. For absences because of illness resulting directly from COVID-19, the District will comply with all current adopted leave policies as well as the most current mandates pertaining to employee absences and the Families First Coronavirus Response Act (FFCRA) as it relates to COVID-19.
15. The parties, to the best of their ability, will implement guidance from the California Department of Education as well as the Federal Department of Education to provide equitable, accessible, and appropriate education for students with special needs. MEA and the District mutually there may be exceptional circumstances that requires an individualized determination as to whether compensatory services are necessary under applicable Federal and State standards and requirements. Teachers will, to the best of their ability, provide educational opportunities during a school closure that ensures that all students, including students with disabilities, have equal access to the same opportunities, including the provision of FAPE.
16. The District shall submit a “J-13A waiver material decrease request”, and/or any other waiver for which the District may be eligible, to the California Department of Education (CDE) to mitigate the loss of ADA funding. In the event the State of California deems alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiations on the impacts.
17. Upon the determination 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.
18. Unit members shall not be required to make up adjunct duty or committee assignments missed as a result of the emergency school closure. Adjunct duty, district and/or site committees scheduled during the closure are canceled and will not be rescheduled. Staff meetings, collaboration meetings, grade level meetings, and department meetings, and other scheduled meetings will continue based on the need and the ability to implement social distancing and work remotely.
19. This MOU shall expire on June 30, 2020 or when it is determined safe to re-open schools, but may be extended by mutual written agreement.

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District MEA

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Date Date