

**MEMORANDUM OF UNDERSTANDING
BETWEEN MENIFEE UNION SCHOOL DISTRICT (MUSD)
AND THE MENIFEE TEACHERS ASSOCIATION (MTA)**

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

March 19, 2020
March 23, 2020 (Updated)

The Menifee Union School District ("District") and Menifee Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") regarding the school closure related to the COVID-19 pandemic.

On March 5, 2020, Governor Newsom declared a California State of Emergency due to the COVID-19 outbreak and on March 11, 2020, the World Health Organization officially declared the COVID-19 outbreak a pandemic. The Parties recognize there is a need to close schools ("emergency school closure") and move to an alternative learning plan to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from the coronavirus during the 2019-2020 school year.

1. The parties agree that nothing herein limits the District's authority to exercise its emergency powers as established by law, the applicable collective bargaining contract, board policies, and administrative regulations.
2. Unit Members shall have no requirements during their calendared school break April 6th through April 13th.
3. The Parties agree any modifications to the Collective Bargaining Agreement must be negotiated with the Menifee Teachers Association prior to implementation.
4. Unit Members shall be required to work remotely, and be available during duty hours, for the duration of the emergency school closure. Unit Members must be reachable at all times during their work hours and abstain from alcohol or other substances.
 - a. 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 minimum of 24-hour notice to report to work. No request for reporting to work shall exceed ten (10) people at the same time to each site for safety reasons. This number ten (10) shall be adhered to unless state or county authorities mandate otherwise. To the extent practicable, no Unit Member shall be singled out to report for more duty than other Unit Members. Additionally, the District shall provide a clean location, as well as safety equipment and/or cleaning supplies (soap, hand sanitizer, etc.), to the extent such supplies are available, to ensure the Unit Member maintains his/her safety.

- b. Unit Members with compromised health, advanced age (65+ years old) or Unit Members who are primary eldercare providers shall not be required to report to work until schools have been reopened.
 - c. The District shall make reasonable efforts to accommodate requests by employees who are parents to deal with a childcare provider or school emergency caused by the COVID-19-related closure consistent with Labor Code § 230.8.
 - d. Unit Members shall determine the means and method of providing enrichment opportunities based on the District's available resources and their students' ability to access any materials.
 - e. Unit Members may request additional training for the use of technology for the purposes of distance learning.
 - f. Unit Members shall be held harmless for any inappropriate online behavior by a student.
 - g. Unit Members shall comply with all requirements of Board Policy 4119.24 "Maintaining Appropriate Adult-Student Interactions" when communicating with students online and through other forms of technology.
 - h. If Unit Members wish to provide materials in print to students, the District shall provide the means for printing to the extent practicable.
5. The supplementary activities provided to students shall include enrichment, engagement, and review. The activities provided will not require attendance, summative assessments or grading.
- a. The Parties agree to meet and negotiate any impacts and effects of distance learning that may be issued by the Department of Education.
6. The parties agree to meet regularly to address implementing guidance from the California Department of Education as well as the United States Department of Education in order to provide equitable and appropriate education for our students with special needs. Special Education teachers will work collaboratively with core content teachers.
- a. The Parties agree to meet and negotiate any impacts and effects of guidance that may be issued related to the provision of Special Education services.
7. Unit Members' compensation and benefits shall not be reduced as a result of the emergency school closure.
8. The Parties agree that all current adopted leave policies will remain in full effect for the duration of the COVID-19 pandemic. The following shall be in effect for the duration of the pandemic:
- a. If a Unit Member is unavailable or unable to perform assigned work for personal or medical reasons, the bargaining Unit Member shall follow the District's appropriate leave request procedures.

- b. Association bargaining Unit Members shall inform the District when they have been exposed to an individual who has tested positive for COVID-19 and shall follow the CDC, State, and County guidelines for self-quarantine and to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing.
 - c. During a closure, pre-approved sick leave shall continue to be used as originally planned and the Association bargaining Unit Member will not be expected to perform work.
 - d. Notwithstanding the foregoing, the Parties agree to permit use of any additional paid leave provided by federal or state government, during the pendency of the declared COVID-19 national and state emergency.
9. Evaluations and related components shall be completed by Site Administration remotely by telephone or using technology (unless final classroom observation has not taken place) for the duration of any school closure (modified or otherwise). A Unit Member who receives an unsatisfactory evaluation and is subject to Peer Assistance and Coaching (PAC) the following school year shall be afforded the right to have Union representation. If the final classroom observation has not been complete, the evaluation process shall be paused for the duration of any school closure related to the COVID-19 pandemic. In the event schools reopen, parties will reconvene to discuss the effects of Article 12: Evaluations. It is understood that teachers may be developing activities to be delivered via a new modality. Teachers shall not be evaluated based on the “quality” of those lessons or instruction during this crisis.
10. To the extent required by law, 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) in order 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.
11. Upon the State/County/District determination that schools are safe to re-open, the District shall provide all Unit Members one Teacher Prep day to prepare for the return to the classroom with students. The District shall ensure that all school sites are adequately sanitized before Unit Members return, including restocking of soaps, paper towels, toilet paper, and hand sanitizer
12. 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.
13. 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.
14. The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.

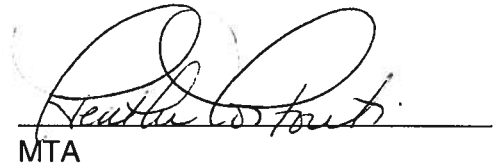
15. This MOU resolves the negotiable effects of school closures due to the coronavirus (COVID-19). The District and/or Association reserve the right to negotiate any additional impacts and/or additional school closures in the 2019-2020 school year.

This MOU shall expire on June 30, 2020 or at the conclusion of this coronavirus crisis, but may be extended by mutual written agreement.



District

3/23/20
Date



MTA

3/23/20
Date