The Murrieta Valley Unified School District ("District") and Murrieta Educators Association ("Association") enter this Memorandum of Understanding ("MOU") regarding the school closure related to COVID-19. The District and Association are hereinafter collectively referred to as "the Parties."

Parties agree to continue to deliver education to students through any practical means, including distance learning and/or independent study. In order to continue to serve students, credentialed staff may need to perform functions that are reasonably similar to their typical roles prior to the COVID-19 emergency.

The Parties recognize the need to implement distance learning for the remainder of the 2019-20 school year. This Distance Learning will allow for learning to continue and maintain mandates from Public Health for all to stay home, stay safe and practice social distancing.

It will be the intention that the student will receive a grade no lesser than their grade as of March 13, 2020 and the student will be held harmless. Secondary teachers need to complete progress reports by April 17, 2020 for grading period through March 13, 2020. Elementary teachers need to record student progress as of March 13, 2020 in their individual records in order to prepare for the year-end reporting, including progress made on distance learning activities.

1. March 23, 2020 through March 27, 2020 shall be a designated planning week for unit members to prepare for fully implemented distance learning which will begin April 6, 2020. Unit members shall meet virtually with their PLCs as needed to plan. If the unit member desires, they MAY begin to provide distance learning, instructional priorities and lessons during this week as well. Optional, virtual professional development shall be available for unit member participation.

2. Unit Members shall have no requirements or duties during their calendared school break, March 30, 2020 through April 3, 2020.

3. Unit members shall work remotely for the duration of the emergency school closure and shall be available remotely during normal contractual hours and days. Unit members are expected to check and respond to District communication frequently throughout the regular workday. Unit members shall communicate their office hours (when they are available to parents and students to answer emails and daily questions) via electronic communication methods provided by the District.
4. An electronic device shall be provided to unit members, upon request, to be utilized at home. In the event a device is not available, unit members can go into their classroom to utilize their classroom computer. If a unit member needs to retrieve something from his/her classroom or use their classroom computer, s/he shall communicate with site administration to make arrangements.

5. Unit members shall determine the means and method of providing distance learning based on their resources, training, their students’ ability to access learning activities, and through collaborative determination with their PLC’s. Unit members should not “go live” with students online or use live video conferencing with classes, groups, or individual students without training, understanding the potential privacy laws and age group appropriateness.

6. At this time, distance learning will be provided for students and shall require monitoring of student engagement, assignments, assessments, grading, and year end progress reports/report cards. Unit members will provide opportunities to give students formative/summative feedback on their work, opportunities to improve grades from March 13, 2020, and update student grades accordingly. Grades will be left to the discretion of each individual teacher based upon student needs and equity. Should new guidance from county, state or district come about regarding attendance, assessments, grading or related items, the parties will negotiate the impacts and effects.

7. If the District requires unit members to provide printed material to students, unit members shall submit such materials electronically to designated staff. The District shall provide a means to print and distribute to students/families.

8. If the contractual monthly staff meeting is deemed necessary, site administrators shall provide 48 hours’ notice to unit members of the time and day of such meeting. Meetings shall be held virtually during normal contractual hours. Staff meetings needed on short notice (under 48 hours) can be called and the unit member will be held harmless if they are not able to attend.

9. Beginning the week of April 6th, PLC’s shall be held virtually during the regularly scheduled, currently calendared time, or at a time agreed upon by the PLC team.

10. Unit Members shall report known, inappropriate, online student behavior occurring within optional enrichment opportunity time to their site administrator. Unit members shall be held harmless for any such behavior from a student.

11. Unit members’ compensation and benefits shall not be reduced as a result of the emergency school closure. All stipends, including, but not limited to, spring sports and activities, shall be paid.

12. Unit members shall not be required to make up an assigned adjunct duty or committee assignments missed as a result of the emergency school closure. Adjunct and/or cocurricular duties may continue as appropriate with permission from the District. Examples include but not limited to virtual club meeting, virtual cheer/dance tryout, virtual ASB interviews, etc. District or site committees that need to meet may be rescheduled as a virtual
meeting during the regular contractual day with 48 hours’ notice or mutual agreement of the committee.

13. 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 an Association bargaining 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 guidelines to 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 unless released per doctors’ note.
   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.

14. For bargaining unit member evaluations, if the lesson component and/or observations have been completed for the 2019-20 school year, the Site Administration shall complete the evaluation process remotely by telephone or using technology. If the lesson components and/or observations have not taken place, the evaluation cycle shall be discontinued, all observations destroyed, and evaluations scheduled for the 2019-20 school year shall occur during the 2020-21 school year.

15. The parties agree to meet as needed to address implementing guidance from the California Department of Education as well as the Federal Department of Education. Special education teachers and psychologists, and speech pathologists will work collaboratively with core content teachers related service providers through virtual means consistent with guidance provided by the Office of Civil Rights (“OCR”) and Office of Special Education and Rehabilitative Services (“OSERS”) to best meet the challenges understanding the constraints. Special Education Teachers, psychologists, and speech pathologists will work with General Education Teachers to provide students with activities designed around their IEP goals, contact parents/guardians, implement accommodations, and other components of the IEP to the extent possible.

   Source: [https://www2.ed.gov/about/offices/list/ocr/frontpage/faq/rr/policyguidance/Supple%20Fact%20Sheet%203.21.20%20FINAL.pdf](https://www2.ed.gov/about/offices/list/ocr/frontpage/faq/rr/policyguidance/Supple%20Fact%20Sheet%203.21.20%20FINAL.pdf)

16. Specialized Student Support Providers will attempt to initially check in by phone and/or email with each parent/student on the caseload to implement distance learning IEP goals. The Special Education department will work in collaboration with the Specialized Student Support Providers to determine if student teletherapy needs are practical and necessary for the future. The possibility of teletherapy will be continuously revisited to consider the students' needs for teletherapy and the practical implementation of such a method of delivery of services as it relates to the staff caseloads, training, and confidentiality, given the constraints of distance
learning.

17. The District shall ensure that all school sites are adequately sanitized before unit members return, including restocking of soaps, paper towels, and hand sanitizer before the reopening of the 20-21 school year.

18. In the event the State of California deems alternative requirements for schools and education of students in response to COVID-19, the parties agree to immediately initiate negotiations on the impacts.

19. The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.

20. 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.

21. Employees must follow all board policies and administrative regulations during the school closure related to COVID-19.

This MOU shall expire on June 8, 2020 or when schools are reopened at the conclusion of this coronavirus crisis but may be extended by mutual written agreement.

Dated this 3rd day of April, 2020

For MVUSD: For MEA:
Signature: Darren Daniel Signature: Kimberly A. Binning Chevlin
Email: daniel@murrieta.k12.ca.us Email: kbinning-chevlin@murrieta.k12.ca.us
Leigh Lockwood, Executive Director of Human Resources President, MEA
Signature: Leigh Lockwood (Apr 7, 2020) Signature: Lisa Murray
Email: llockwood@murrieta.k12.ca.us Email: lmurray@murrieta.k12.ca.us
Lisa Murray, Lead Negotiator, MEA
"MEA- MOU COVID 19 School Closures" History

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