

**MEMORANDUM OF UNDERSTANDING  
BETWEEN REDONDO BEACH UNIFIED SCHOOL DISTRICT  
AND REDONDO BEACH TEACHERS ASSOCIATION**

**School Dismissal/Closure Related to COVID-19**

March 31, 2020

The Redondo Beach Unified School District (“District”) and Redondo Beach Teachers Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding the school closure related to COVID-19.

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. Unit members shall work remotely for the duration of the emergency school closure. At the unit member’s discretion, and with prior notification to the principal, unit members may return to their worksite to retrieve personal property, equipment or materials needed for the alternative learning plan, during regular work hours.
2. Unit members’ compensation and benefits shall not be reduced as a result of the emergency school closure. Unit members who coach or receive other stipends, shall be paid their full stipends in accordance with the collective bargaining agreement.
3. Unit members who continue the responsibilities associated with their assignment shall not have any leave or differential pay deducted during the span of the school closures.
4. The District shall provide 80 hours (prorated for less than full-time employees) of paid sick leave pursuant to the Families First Coronavirus Response Act (HR 6201) if a unit member suffers illness related to COVID-19 or is unable to perform his/her duties, including because he/she is subject to a shelter-in-place/safer-at-home order. Per FFCRA, documentation is required for certain reasons for leave approval. After that, members may use any of his/her accrued paid leave and extended medical leave.
5. Should a unit member or members mutually agree to take on additional responsibilities to cover another unit member’s class or section(s), they shall be compensated at their hourly rate for 2 hours per day, per class or section.
6. The Parties agree that all current adopted leave policies will remain in full effect during the duration of the COVID-19 pandemic. The Parties further recognize that employees may also be entitled to receive leave benefits under state and/or federal law.
7. A unit member who was on leave prior to the school closures will remain on leave without work responsibilities, until such time that the unit member was scheduled to return to work.

8. Unit members shall establish office hours (a minimum of 2 hours each work day) for the purpose of communicating with students and parents. Flexible learning activities shall be provided to students and may include new learning, enrichment, remediation, and review. Unit members shall continue to teach grade-level standards and shall determine the means and method of providing distance learning based on RBUSD resources and their students' abilities to access the curriculum. Prior to April 3, the activities provided shall not require summative assessments or grading, but shall provide meaningful feedback. Post April 13, learning activities may be collected, and at the secondary level only, marked as "collected or missing" in PowerSchool. In the event the District does not reopen prior to the end of the 2019-20 school year, unit members will finalize grades under the direction of CDE, LACOE, and/or District guidelines and policies.
9. Both Parties acknowledge the importance of maintaining teacher/learner face-to-face interactions during the school closure to ensure connectedness and continuity of the instructional program. The District strongly advises unit members engage their students through live chats/conferencing or pre-recorded video; however, when presenting new learning, recorded videos are recommended. Unit members shall not be required to present lessons or activities via video, but must provide an alternative means to engage students equitably in order to mitigate learning loss. Unit members shall not be recorded, nor shall recordings be saved without the unit member's expressed written permission. Unit members who provide special education services may be required to use video conferencing, as a means to continue delivering IEP services.
10. The District shall provide technological support to unit members for the purposes of providing distance learning. The District requests unit members utilize their own Internet connection if doing so presents no additional cost or limitation. If the unit member is unable to acquire Internet access from his/her home, the District shall assist the unit member with said access, including but not limited to assistance with cable providers and hot spots upon request.
11. The Parties agree to meet regularly to address implementing guidance from the California Department of Education as well as the Federal Department of Education in order to provide equitable and appropriate education for our students with special needs. Unless otherwise mutually agreed upon, meetings shall be virtual using an online platform such as WebEx or Google Hangout/Meets.
12. Unit members have the option of completing an evaluation that was started during the 2019-20 school year prior to the end of this year, with mutually agreed upon timelines, or postponing the completion of the current year's evaluation until the next school year. Any postponement of a 2019-20 evaluation shall be completed no later than October 30, 2020. Unit members and their evaluators may mutually agree to use WebEx or conference call to finalize the 2019-20 evaluation. Unit members may opt to waive evaluation this year and begin anew the proceeding school year.
13. Unit members shall not be disciplined or evaluated based on the "quality" of distance learning plans or instruction during the COVID-19 pandemic; however, failure to provide lessons or instruction to meet minimum minute requirements is grounds for discipline.

14. The District shall submit a waiver or any paperwork required to the California Department of Education (CDE) in order to mitigate the loss of ADA funding.
15. Upon the determination that schools are safe to re-open, the District shall provide all unit members a minimum of one nonstudent workday to prepare for the return to the classroom with students.
16. The District shall ensure that all school sites are adequately sanitized before unit members return and shall ensure that all sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closets) are functioning and kept stocked with soap and paper towels. The District will make every effort to provide hand sanitizer, Super 60 disinfectant, or equivalent for every classroom, bathroom, workroom, workstation (for those unit members who do not have a traditional classroom), office, cafeteria, and outdoor area. The Parties recognize there have been severe shortages throughout California for supplies for hygiene and sanitation recommended by Department of Public Health, but the District will make all reasonable efforts to provide appropriate supplies.
17. The District shall comply with Cal-OSHA guidelines.
18. Unit members shall not be required to make up extra duty or committee assignments missed as a result of the emergency school closure. Employees who did not complete extra duty assignments shall not be compensated for those hours not completed. This does not include positions on the stipend table (refer to #2 in this MOU).
19. In the event the State of California deems it necessary to have alternative requirements for schools in response to COVID-19, the Parties agree to immediately initiate negotiations on the impacts.
20. The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of this MOU, as necessary.
21. This MOU resolves the negotiable effects of school closures due to the COVID-19 coronavirus. 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, whichever comes first, but may be extended by mutual written agreement.

Nicole Wesley - Nicole Wesley  
Assistant Sup, HR  
For RBUSD

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For RBTA

3/31/2020  
Date

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Date