

MEMORANDUM OF UNDERSTANDING
Between
SIMI EDUCATORS ASSOCIATION
And
SIMI VALLEY UNIFIED SCHOOL DISTRICT

INSTRUCTIONAL PROGRAMMING PLAN DUE TO COVID 19 VIRUS
2020-2021 SCHOOL YEAR

Addendum 1: While in 100% Virtual Learning Mode (district wide)

The Simi Valley Unified School District (“District”) and Simi Educators Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding the 2020-2021 school year.

The Parties recognize there is a need to modify the school calendar, adjust instructional models 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 2020-2021 school year.

The Parties recognize that the COVID-19 situation is very fluid and mutually agree to review the provisions of this MOU and make necessary changes consistent with any new federal/state/county mandates. Either party may initiate a discussion about this MOU when changes occur throughout the 2020/21 academic year.

Per the directives from the State and County Departments of Health, the school year will begin in full Virtual Learning mode, unit members may work from campus or from home during the instructional hours at their campus. The District strongly encourages all unit members to work directly from their individual classrooms as the classroom is the primary work location. Live instruction or support must fill the assigned block of time of working with students. The option of working from home only applies to the State and County Department of Health mandate to open the school year in **100% Virtual Learning Mode (district wide)** and will be in place for the duration of that mandate. Should State and County Departments of Health mandate that schools may open for in-person instruction and unit members are required to return to assigned work sites, Article VIII: Leaves will apply.

If a unit member chooses to work from home while in 100% Virtual Learning Mode, the following stipulations shall be adhered to:

- Have sufficient technology and bandwidth to provide essential service as defined by job requirements (e.g. sufficient Internet bandwidth to use videoconferencing capabilities to provide direct instruction).
- Have a quiet and distraction-free self-provided working space
- Able to dedicate full attention to your job duty during working hours.
- Remain on call and available to receive phone calls from your Direct Supervisor or District Office during working hours.
- Adhere to break and attendance schedules agreed upon by your supervisor or as defined by contract.

- Inform your direct supervisor of any absences beforehand and record all absences in Aesop.
- Provide services to and work for the Simi Valley Unified School District exclusively during your contractual work hours.
- As a Disaster Service Worker, in the event of an emergency, be available to report to the District office or designated site on a one-hour notice during your regular work hours.
- In the event of a non-emergency, be available to report to the District Office or designated site on a 24-hour notice during your regular work hours.
- Follow and comply with District policies such as but not limited to student confidentiality/data protection (BP 4119.23/4219.23/4319.23), Acceptable Use Policy (BP 4040), and Employee Code of Conduct (BP 4119.21/4219.21/4319.21).
- Keep district equipment password protected, stored in a safe and clean space when not in use, and ensure all data protection and standards are followed.
- Bargaining Unit Members will have access to the district curriculum supplies to work remotely.
- Non district employees will not have access to District property (supplies, technology, etc.) except with the express permission of Direct Supervisor.
- Attend all contractually required meetings (virtually or in-person).
- Allow direct supervisor access to daily video-conferencing sessions and to Google Classroom, as a co-teacher. The administrator will serve in only an observatory role and will not perform any teacher tasks or change any permission settings. Except, as stated in this agreement previously (Article 15), the unit member will allow access to the platform for site admin or colleague at the site when the unit member is absent and a sub is unavailable.
- SVUSD shall not be responsible for costs associated with the use of a computer or cellular equipment, including energy, data or maintenance costs, network costs, home maintenance, home workspace furniture, ergonomic equipment, liability for third party claims, or any other incidental costs (e.g., utilities associated with the employee working from home).
- The unit member will be responsible for delivering and collecting any physical work through the school site.
- The use of paper materials will be at the unit member's discretion. The preparation & printing will be the responsibility of the unit member. The distribution of materials will be coordinated with the site administrator.
- All Employee work will be performed and conducted by using District provided technology and accounts as outlined in 4a in the MOU.
- Employees are strongly encouraged to use District provided devices while working remotely. The intent of this is to ensure the security and maintenance of student records and employee/student confidentiality.
- It is the responsibility of each unit member to conduct a Home Office Safety Inspection. The Home Office Safety Inspection Checklist is **attached** to this document and must be adhered to in order to work remotely.
- Any unit member choosing to work remotely from home is required to meet with their immediate supervisor to review the criteria and requirements prior to working remotely. The meeting may be in-person or via Zoom.
- The Employee agrees to report work-related injuries to the employee's supervisor and follow the District's reporting procedure.
- The employee agrees to hold SVUSD harmless for injury to third parties while working remotely from home.