

**MEMORANDUM OF UNDERSTANDING
BETWEEN SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT
AND SANTA MONICA MALIBU CLASSROOM TEACHERS ASSOCIATION**

CO-TEACHING

The **Santa Monica-Malibu Unified School District** ("District") and **Santa Monica Malibu Classroom Teachers Association** ("Association"), collectively referred to as "the Parties," have agreed to this Memorandum of Understanding ("MOU") regarding the "Collaborative Model," hereafter known as "Co-Teaching."

During collective bargaining in the 2023 – 2024 school year, the Parties discussed issues regarding co-teaching and came to the agreements shown below. These agreements are to be in effect for the 2024 – 2025 school year, which shall serve as a "pilot" year for the Parties. Information gathered shall inform further collective bargaining regarding co-teaching.

Definition

Co-teaching is a collaborative approach to instruction in which two teachers, a general education teacher and a SAI teacher, work together to plan and implement instruction in an inclusive general education class for students who are placed per their IEPs. Shared responsibilities include, but are not limited to, planning and delivering curriculum, grading and assessment, communicating with parents, and implementing IEP and 504 plans.

Agreements

Professional Development & Planning

The Parties agree that we share an interest and commitment to professional development that supports co-teaching. To this commitment, the District shall:

- a. Offer one annual training for general education and SAI co-teachers within the work year.
- b. Additionally, co-teachers shall have eight (8) hours (paid at the established hourly rate) for planning purposes, per semester, per teaching team.

Co-Teaching – Secondary

The District shall make every effort to ensure that the number and proportion of students who have "co-taught classroom" as their setting in their IEP not exceed:

Total Class Size	% of students with "co-taught" setting indicated on their IEPs	Potential # of students with "co-taught" setting indicated on their IEPs
20 or less	50%	1 - 10
21 – 29	40%	8 - 12
30 – maximum	33%	10 - 12

In situations when the number of students exceed the above percentages, the parties shall meet per Section A.6 of Article VIII Class size to mutually agree upon one or more remedies.

Class Coverage

When one co-teacher is absent, a substitute shall be provided for the absent co-teacher. Secondary schools shall prioritize ensuring two teachers are assigned a co-taught class.

Co-Teaching – Secondary – Master Schedule

The District shall establish a process for constructing co-taught classrooms. The process shall include identifying students with "co-taught classrooms" on their IEPs, constructing temporary classes, and merging the rosters of temporary classes with general education class rosters.

Additionally, the District shall provide direction to school site administrators and counselors/advisors that additional students should not be assigned to co-taught classes solely for the purpose of receiving the additional benefit of a co-taught class.

Co-Teaching – Transitional Kindergarten (TK)

Class size for co-taught TK classes shall be 20:1.

Staffing for co-taught TK classes shall be:

- One (1) general education teacher
- One (1) special education teacher
- Two (2) instructional assistants and/or paraeducators

Co-Teaching Work Group

To inform future collective bargaining between the Parties, a Co-Teaching Work Group shall be established to research co-teaching best practices, collect data, identify effective supports for co-teachers and to advise the Parties about language for possible inclusion in a future collective bargaining agreement.

The Co-Teaching Working Group shall be comprised of

Special education teachers with co-teaching experience.
General education teachers with co-teaching experience
Special education department chairs
Counselor or Student Support Advisor
Site and/or District Administrator

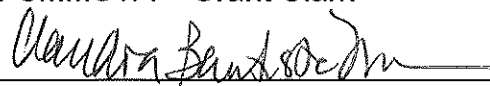
The Parties agree to reconvene on or before May 1, 2025 to review and renegotiate the Co-Teaching MOU.



For SMMCTA – Grant Clark

4/17/24

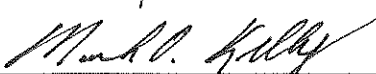
Date



For SMMCTA – Claudia Bautista-Nicholas

4/17/24

Date



For the District – Mark Kelly

4/17/24

Date

Negotiations with SMMCTA

Compensation and Compensation-Related Agreements

Term of Agreement

April 17, 2024 (Version III - TA)

As part of on-going negotiations, SMMCTA and the District ("the Parties") agree to the following compensation and compensation-related items:

Salary

1. 5% on-schedule increase, effective January 1, 2024
2. 3% on-schedule increase, effective July 1, 2024
3. 3% on-schedule increase, effective January 1, 2025, contingent on \$5 million dollars or more in unaudited actuals in September. The District shall compare the ending fund balance from the June *estimated actuals* with ending fund balance from the September *unaudited actuals*. If the *unaudited actuals* exceed the *estimated actuals* by \$5 million dollars or more, the on-schedule increase shall be 3%, effective January 1, 2025. If the unaudited actuals are less than \$5 million, a proportional increase shall be given: X% on-schedule, calculated by the proportion: 3% is to \$5 million as X% is to the amount of unaudited actuals." For example: 3% is to \$5 million as X% is to \$3,750,000, which means $X\% = 2.25\%$.
4. Annual 2% on-schedule increases on July 1 (starting on July 1, 2025), contingent on the District receiving (beginning in spring 2025) its \$10 million share of Measure GS, understanding that the Parties can continue to negotiate salary/compensation (in a limited or full-reopener).

Compensation for the following schedules or categories shall be increased by the percentages and timeline schedule shown above (#1 - #4).

- a. Certificated Teaching/Counseling Salary Schedule
- b. Child Development Services Teachers' Salary Schedule
- c. Doctoral Degree Stipend
- d. Master's Degree Stipend
- e. Student Support Advisor Stipend
- f. Special Education Stipend
- g. Speech & Language Pathologist Stipend
- h. Immersion Teachers Stipend
- i. Coordinating Nurse Stipend
- j. School Nurse Stipends
- k. Career Increments (as increased on the salary schedule)
- l. Child Development M.A. Degree Stipend

Meredith D. Kelly 4/17/24 *Claudia J. Funderburk* 4/17/24
John Hall 4/17/24

- m. Child Development Credential (authorizing K-12 instruction) Stipend
- n. Extended Duty Unit Rate
- o. Substitute Teacher, Level 1 Rate (1 – 29 days)
- p. Substitute Teacher, Level 2 Rate (30 or more days)
- q. Substitute Teacher Long-Term Assignment (LTA) Rate
- r. Substitute Teacher Long-Term Leave Assignment (LTLA) Rate
- s. Adult Education Teacher Hourly
- t. Home/Hospital Teacher Hourly
- u. Established Hourly
- v. Adult Education Substitute Hourly
- w. Child Development Services Substitute Teacher Hourly

Other Compensation-related Options

- A. Effective July 1, 2024, Extended Duty Units (EDUs) shall be changed as follows:

Certificated staff members assigned to other co-curricular activities for additional compensation at the high school level (9 – 12) may receive up to the following extended duty units allocations:

<u>Activity</u>	<u>Maximum Units Per Semester</u>
a. Annual (Yearbook)	13 (Increase from 6 to 13)
b. Newspaper	13 (increase from 6 to 13)
c. Vocal Director	13 (increase from 10 to 13)

The Parties agree that the allocation of EDUs to schools shall be as described in Article XXIV. The District is not required to increase the allocation of EDUs schools to adjust for the above described new and increased allocations (a – d).

- B. Effective July 1, 2024, Article XXIV Additional Compensation, section A.1.c, shall be altered to read, "In addition to the base allocation of twenty-five (25) extended duty units, middle schools will be given one (1) EDU/twenty (20) students (or fraction thereof toward the next twenty, and six (6) EDUs for middle schools ASB."
- C. Effective July 1, 2024, elementary instrumental and vocal music teachers may receive up to eight (8) EDUs per year, (increase from 6 to 8 for instrumental and an increase from 2 to 8 for vocal). The District shall increase the number of EDUs allocated to Educational Services Department, as necessary to meet these obligations.
- D. Effective July 1, 2024, the District shall compensate kindergarten teachers at the established hourly rate to complete the early development instrument survey. Compensation is based on an assumption that teachers complete three (3) surveys

per hour, at a survey rate of 20 minutes per survey (decrease from four (4) surveys per hour to three (3) surveys per hour). This provision shall be added to Article XX Child Development Teachers.

- E. Add to Article XX Child Development Teachers, "Child Development Services shall provide substitute coverage, as necessary, to allow teachers to complete student assessments (e.g. DRDP)."
- F. Add to Article XXIV C.1, "Specialized Academic Instruction (SAI) teachers and speech and language pathologists (SLPs) assigned to Edison Language Academy are eligible for the immersion teacher stipend, provided they meet criteria #2."
- G. Add to Article XXI Adult Education, "Teacher preparation time shall be included within the time allocated for classroom instruction. The duration of the classroom instructional time shall allow for adult school teachers to have thirty (30) minutes of preparation at the end of each class period."
- H. Add to Article XXI Adult Education, "At the conclusion of each term (trimester and summer session), Adult School teachers shall be provided one (1) hour of additional duty time for the purpose of fulfilling deliverable responsibilities."

In addition to the above compensation and compensation-related agreements, the Parties the parties agree:

Term of Agreement

The term of the Collective Bargaining Agreement shall be July 1, 2023 – June 30, 2026.

- 1. Negotiations are closed for 2024 – 2025.
- 2. Limited reopener in 2025 – 2026:
 - a. Salary
 - b. Health & Welfare
 - c. Two additional articles per party

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Justin Allen 4/17/24
Claudia Boudreau 4/17/24

ARTICLE XXV – TA
HEALTH AND WELFARE BENEFITS

Revised effective July 1, 202#

A. Health Insurance

The District shall provide benefit-eligible unit members and their dependents with a choice of health insurance plans (medical, dental) through the District's benefits purchasing pools. For the purposes of this Article, all rules and procedures are subject to the requirements of the benefits purchasing pools. The District shall furnish unit members available information in the insurance policies prior to the open enrollment period.

Any increase in the District's contribution to health and welfare benefits shall be recognized as part of the District's total compensation increase provided to unit members.

B. Benefit Eligibility

1. For purposes of this Article, full-time benefit-eligible employees are unit members who are employed in an 80% FTE or more assignment, and work 75% or more of the academic year, including the end of the work year. Unit members who meet these criteria are eligible for health (medical, dental and vision) benefits through August 31st, regardless of whether they return for the next school year.
2. Full-time unit members who work less than 75% of the school year are benefit eligible.
3. Full-time benefit-eligible unit members who work less than 75% of the school year, and who return for the next school year, shall have their benefits continue uninterrupted.
4. For purposes of this Article, part-time benefit-eligible employees are unit members who work a FTE percentage as reflected in the chart below. Unit members who meet these criteria are eligible for health (medical and dental) benefits at a pro-rata share of the cost of the premium that the District contributes for full-time employees. The pro-rata share is determined by the FTE percentage as reflected in the chart below.

Percentage Assignment	District Contribution
40% - 49%	50% share of the premium cost for medical and dental
50% - 79%	Pro rata share of full-time unit member's premium contribution and supplemental payments
80% or more	Same premium contribution and supplemental contributions as full-time unit members

5. For the purposes of this Article, health benefits for new benefit-eligible employees become effective the first of the month following their date of hire or eligibility, provided the enrollment process is complete.
6. For purposes of this Article, part-time employees who work less than a 40% FTE are not eligible to enroll in the District's health benefits plans (medical, dental).
7. The District shall provide twelve (12) months of benefits for unit members who work a complete school year. Benefits for unit members who worked a complete school year, and

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separate on or after the last work day of the school year, shall terminate on August 31st. Benefits for unit members who separate from the District not having worked a complete school year, shall terminate at the end of the month of separation.

C. Joint Committee on Health and Welfare Benefits

1. SMMCTA agrees to its participation on the Joint Committee on Health and Welfare Benefits ("Committee"). In a memorandum of understanding dated September 7, 2018, SMMCTA agreed to its participation on the Committee with representatives from Service Employees International Union Local 99 ("SEIU") and the Santa Monica-Malibu Association of School Administrators/management ("SMMASA").
2. The role of the Committee is to contain the cost of the District's health and welfare benefits program and maintain the affordability and quality of the benefits available to employees and eligible dependents.
3. SMMCTA and the District agree to seek the recommendations of the Committee prior to, and during periods in which the District and SMMCTA are in negotiations. The Committee agrees to forward all recommendations, motions or proposals to the Superintendent or designee and the SMMCTA collective bargaining team for significant discussion and consideration in negotiations.
4. Annually, and prior to Open Enrollment, the Committee shall recommend to SMMCTA the medical, dental and vision plan options for the next benefit year. The Committee's recommendation shall include the District's contribution to the premium cost and the unit member's contribution, if any. Prior to Open Enrollment, the District and SMMCTA shall sign a memorandum of understanding finalizing the plan options and employer/employee costs. The memorandum of understanding is subject to final approval by the Board of Education.

D. Enrollment

1. All full-time benefit-eligible employees who work in a 90% FTE assignment or higher must enroll in a medical plan provided by the District's medical benefits purchasing pool, Self-Insured Schools of California (SISC). The District is required to pay a penalty for each unit member who meets this criterion and does not enroll in a medical plan.
2. New benefit-eligible unit members must enroll in a medical plan within 30 days from the date of hire or eligibility.
3. After their initial enrollment, unit members who wish to make a change to their health plans may only do so during the designated Open Enrollment period, or at the time of a qualifying event, as defined by the purchasing pool (e.g. birth of a child, marriage, divorce, loss of coverage).

E. Health and Welfare Benefits

1. Medical Benefits - The District shall provide full-time benefit-eligible unit members and their dependents (two-party or family) with a choice of no less than one (1) preferred provider organization ("PPO") option, and no less than one (1) health maintenance organization ("HMO") option at no cost to the unit member. The District shall offer the maximum number of plans allowed by the purchasing pool. Part-time benefit-eligible unit members are eligible for medical benefits at a pro-rata share of the cost of the premium that the District contributes for full-time employees.
2. Dental Benefits – The District shall provide full-time benefit-eligible employees and their

dependents (two-party or family) with a choice of one (1) PPO option and one (1) HMO option at no cost to the unit member. Part-time benefit-eligible unit members are eligible for dental benefits at a pro-rata share of the cost of the premium that the District contributes for full-time employees.

3. Vision Benefits – The District's group plans are available to unit members, but at their expense.
4. Life Insurance – The District shall provide \$20,000 of basic life insurance coverage from the District's health benefits purchasing pool to all full- and part-time unit members enrolled in health benefits. Unit members may voluntarily increase coverage at additional cost to the employee. Additionally, part-time unit members who work a minimum of ten (10) hours (0.34 FTE) per week shall receive basic coverage only.
5. Employee Assistance Program – The District shall make available an employee assistance program (EAP) that provides unit members with confidential professional mental health counseling and referral services.

F. Cash-in-Lieu of Health Benefits

1. Part-time employees whose assignment is between 40% and less-than 80% FTE are eligible for cash-in-lieu of health benefits when they do not enroll in a District medical and/or dental plan.
2. To receive cash-in-lieu, eligible part-time employees must provide proof of coverage in a medical and/or dental plan annually. Proof of coverage must be provided no later than the last day of Open Enrollment.
3. Eligible part-time unit members who provide proof of medical coverage shall be paid a pro-rata share of \$1,200 (in lieu of medical coverage), paid in tenths installments.
4. Eligible part-time unit members who provide proof of dental coverage shall be paid a pro-rata share of \$300 (in lieu of dental coverage), paid in tenths installments.
5. Early and Medicare retirees are not eligible for cash-in-lieu.
6. Full-time unit members who received cash-in-lieu on or before December 31, 2022, and who continue to receive cash in lieu benefits, may continue to do so, provided they provide proof of coverage in a medical and/or dental plan annually. Proof of coverage must be provided no later than the last day of Open Enrollment. The cash-in-lieu benefits are \$1,200 for medical and \$300 for dental, paid in tenths installments. Full-time unit members who stop receiving cash-in-lieu (i.e. fail to provide proof of coverage or enroll in a District group plan) are no longer eligible for cash-in-lieu.

G. Married or Domestic Partner Benefits for Unit Members both Employed by the District

1. Married or domestic partners who are both employed by the District, and who are both in a 90% FTE assignment or higher, must individually enroll in the District's group medical plan.
2. Married or domestic partners who are both employed by the District, where one unit member is a 90% FTE assignment or higher, and the other is in an assignment less than 90%, the unit member in the lower FTE assignment shall enroll as a dependent on the unit member who is a 90% FTE assignment or higher.

H. Retirees

1. The District shall allow Medicare Retirees (retirees age 65 and older) and Early Retirees (retirees under the age of 65) to participate on the District's group health plans (medical, dental and vision).
2. To be eligible to participate on the District's group plans, an employee must meet the following criteria at the time of retirement.
 - (a) Is benefit-eligible.
 - (b) Is retiring from the District.
 - (c) Is a member of the CalSTRS retirement system.
 - (d) Has ten (10) consecutive years of service to the District.
 - (e) Is enrolled or enrolls in health benefits, based on retirement as a qualifying event.
3. Medicare and Early Retirees who opt-out of the District's group plan, may not re-enroll.
4. Medical - Medicare Retirees - The District shall make a monthly contribution equal to 40% of the monthly premium to eligible retirees who enroll in a Medicare supplement or advantage medical plan provided by the District's benefits purchasing pool. Retirees may enroll dependents, but are responsible for the full premium costs.
5. Medical - Early Retirees – The District shall contribute an amount equal to the single-party premium for eligible retirees under age 65, provided the retiree selects a medical plan available to full-time single-party active employees without an employer contribution. The District shall contribute an amount equal to the employer contribution for retirees who select a plan with an employee contribution. Early retirees may enroll dependents, but are responsible for the premium cost above the amount for the single-party rate.
6. Dental – Medicare Retirees – Retirees age 65 and older may enroll in the District's group plan, but are responsible for the premium cost (single, two-party or family).
7. Dental – Early Retirees – The District shall contribute an amount equal to the single-party premium for eligible retirees under age 65. Retirees may enroll dependents, but are responsible for the full premium costs.
8. Vision – Medicare and Early Retirees may enroll in the District's group plan, but are responsible for the premium costs (single, two-party or family).
9. Medicare and Early Retirees are not eligible for supplemental payments if they do not enroll in the District's group plans.

- I. The District's obligations under this Article are limited to payment for coverage provided. All terms and conditions of the various programs available pursuant to this Article will be according to the carrier's respective plans and any disputes are to be resolved between the carrier and the unit member. Any disputes with respect to the carrier's administration of such program are not the responsibility of the District and are not subject to the grievance and arbitration procedures of Article V – Grievance and Arbitration Procedures.