

Memorandum of Understanding
Between
Mountain View School District
and
Mountain View Teachers Association
Regarding School Closures Due to COVID-19
April 22, 2020

“The Mountain View School District (“District”) and Mountain View Teachers Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus COVID-19 (“coronavirus”).

The parties recognize that staff may need to self-quarantine, become quarantined, and/or the District may need to close a school or schools on an emergency basis to slow the spread of illness arising from the coronavirus during the 2019-20 school year.

The parties agree to the following:

Communication, Collaboration, Privacy and Security

- a. Unit members will be notified by email or phone about any school closures, including any decisions to extend school closures once they commence.
- b. During the period that District schools are closed, unit members will not be required to report to their school sites to engage in instruction, professional development and staff meetings.
- c. Unit Members shall check their District email daily during the regular work week and during regular work hours.
- d. Except for extenuating circumstances, meetings will be announced with 48 hours notice and will be limited to absolute necessity. Announcements and updates will be sent via district email and work groups will collaborate in online forums.
- e. Staff will collaborate with colleagues virtually or by phone as necessary and appropriate while engaged in distance learning.
- f. For the duration of the crisis, regular weekly communication will take place between the District’s Superintendent (and/or designee) and the Association’s President. In addition, the District will send out periodic updates to staff.

Compensation:

- a. Unit members’ regular compensation and benefits shall not be reduced as a result of the emergency school closure. Unit Members who receive other stipends, shall be paid their full stipends in accordance with the Collective Bargaining Agreement. For purposes of this section, regular compensation includes stipends but does not include hourly pay for extra duty work.
- b. The District shall continue to pay 12 month employees at their full rate plus any additional regularly paid stipend through the duration of the mandated school closure for the 2019-2020 school year.

Leaves:

- a. Unit members will be placed on paid leave if the member or a family member tests positive for COVID-19.
- b. Unit members who have a doctor’s note or evidence indicating a higher risk for serious illness from COVID-19 because of age, a serious long-term health problem, or otherwise, will be placed on paid administrative leave or be allowed to continue working from home upon reopening of schools.
- c. The district shall not require a healthcare provider’s note for any employees or students who are sick with acute respiratory illness to validate their illness.

- d. The district will follow all applicable laws relative to employee leaves. When schools are closed by order of any local, state or federal agency, including the District, the unit member shall receive full pay and benefits for so long as the agency requires and/or recommends the closure unless they were already on a leave for which the district had secured a long-term sub. If an employee chooses to rescind their leave, the unit member must notify the District. If a doctor's notice is required for the leave (medical condition), a doctor's notice must be provided to ensure the unit member is cleared to return to work.

Evaluations:

- a. Currently collectively bargained timelines for staff evaluations and related components shall be suspended for the remainder of the 2019-2020 school year.
- b. Should both parties agree that enough information has been collected to complete the evaluation, final evaluation paperwork may be completed via email, followed up with a phone call to discuss the summative evaluation and obtain signatures.
- c. Should both parties agree that insufficient information has been collected to complete the evaluation, the remainder of the evaluation shall be completed during the 2020-2021 school year.
- d. Unit Members shall not be evaluated on any lesson planning, implementation, delivery, and/or student assessment associated with distance learning due to the unique circumstances surrounding school closures.

Equipment, Training, and Technical Support:

- a. The District shall provide Unit Members access to district materials, devices and technical support as fiscally feasibly. This may include access to technical support personnel, district staff, and other technical support from the district. Unit Members shall also be supported in the delivery of distance learning and core curriculum being sent out through the district.
- b. If members agree to participate in training related to distance learning which is provided outside of their normal work hours, upon confirmed attendance, then they shall be compensated at their negotiated hourly rate.

Distance Learning & Support:

- a. Unit Members shall not be required to use their own image for any live or recorded purposes. The District will inform students and parents that online lessons shall not be recorded without the prior consent of the Unit Member.
- b. Should the District decide to provide alternative instruction (e.g., distance or virtual learning, independent study packets, online coursework, etc.) to students while District schools are closed, in order to comply with the Governor's Executive Order N-26, the unit members providing such instruction shall be required to do so within the regular school day. This may include, among other things, any instructional planning or interacting with students, as normally would be required of unit members during the school day. All work requested of unit members to take place outside of the regular workday shall be compensated at the negotiated hourly rate. Teachers will monitor students' progress and provide parents with feedback accordingly. Third trimester report cards will be completed using a Pass / No Pass criteria.
- c. Unit Members will report students who have not accessed learning during the week to site administrator. Each site will have a process and protocol on how to address lack of engagement issues.
- d. The District will work with teachers as necessary to ensure that they have the requisite technology devices and/or access to support students in the virtual learning environment. No unit member will be subject to disciplinary action if unable to engage in the virtual learning program.

- e. The District, in collaboration with MVTA, agrees to train teachers, parents and students in order to enable certificated staff to engage students in distance learning. This will provide teachers with an alternative method of delivering instruction through a remote setting.
- f. Unit Members will not bear the financial burden for costs associated with distance learning or other non-classroom-based programs. Should unit members need any materials or supplies to provide distance learning, they shall communicate such needs to their site principal, and be reimbursed if prior approval is granted.

Return to Work During Closure:

- a. Unit Members shall work remotely for the duration of the emergency school closure.

Special Education:

- a. The parties agree to meet to address implementing guidance from the CDE and Federal Department of Education in order to provide equitable and appropriate instruction for students with special needs and the process for holding virtual IEP meetings.
- b. Unit members will proceed with the current plan for IEP meetings in the meantime.

The Association and District reserves the right to negotiate any additional impacts of school closures in the 2019-20 school year.

This MOU shall not be precedent setting nor form any basis for past practice.

This MOU shall expire on June 30, 2020, or at the conclusion of school dismissals related to the COVID-19 crisis, but may be extended by mutual written agreement.

 4/22/2020

For the Association

Date

 4/22/2020

For the District

Date