

Memorandum of Understanding Between  
Mountain View School District  
and  
Mountain View Teachers Association

September 16, 2021

The Mountain View School District (“District”) and Mountain View Teachers Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding Return to a traditional school year with COVID persisting during the 2021-2022 school year.

The parties recognize the need to address the District’s learning environment that places a strong emphasis on the safety of both students and staff. It is in the mutual interest of the parties to abide by the recommendations of the Los Angeles County Department of Public Health officials to prevent illness and contain the spread of COVID-19.

This MOU modifies specific parts of the Collective Bargaining Agreement; however, unless so stated in this MOU, the rest of the CBA remains fully in force.

This MOU applies to all MVTA Bargaining Unit Members. The parties agree to the following:

**Health and Safety:**

In accordance with the most current California Department of Public Health (CDPH) and Los Angeles County Department of Public Health (LACDPH) COVID-19 guidelines, the District shall return to traditional instruction beginning August 2, 2021. Distance learning has been eliminated as an instructional option by the State. In the event that schools or classrooms are ordered to close, the District will revert to August 2020 adopted instructional schedules unless prohibited by State guidelines. Teachers will provide instruction on campus unless prohibited by LACDPH.

All health and safety conditions required by the CDPH and LACDPH most current guidelines shall be met on all campuses, including the provision of physical distancing, hand washing/disinfecting, personal protective equipment including masks, as well as, daily restroom, classroom, and common area cleaning.

All employees will be provided a copy of the most current of the Comprehensive Reopening School Plan. The District is required to enforce the most recent version of *District’s COVID Protocol Overview* which is aligned to the LACDPH Reopening Guidelines.

**Site Safety and Cleanliness**

The District will at a minimum, provide hand sanitizer in all classrooms and access to hand sanitizer at each unit member workstation who does not have a traditional classroom. Hand sanitizer will also be placed in break and meal areas and in high traffic areas such as counselor offices, library, copy/supply room, computer labs, and administrative offices.

The District will ensure that all functioning sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, and classrooms) are maintained with water and kept stocked with soap and paper towels.

Members shall be notified of any changes to the regular classroom cleaning schedule. Upon request by the unit member to the site administrator, teachers shall be provided with a face mask, face shield, and one (1) plexi-glass barrier for the desk of the teacher in order to provide enhanced protection for the

workspace areas. Requests for additional PPE / supplies will be accommodated as inventory allows.

All Bargaining Unit Members have the right, without retaliation, to abstain from performing work that violates the COVID-19 protocols. The Bargaining Unit Member will contact his/her site representative and/or MVTA representative to schedule a meeting within 24-hours with their immediate supervisor to discuss the concern. The parties will work together to resolve the issue and explore alternative working arrangements if necessary.

#### Health Screening, Notification and Contact Tracing

In the interest of protecting community and workplace health during the COVID-19 pandemic:

1. Any employee must report, in writing, any unsafe condition in the working environment related to COVID-19 to the administrator and cc the Assistant Superintendent of Personnel.
2. The administrator shall, within two (2) working days, respond in writing to the Bargaining Unit Member stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why.
3. The administrator shall simultaneously copy MVTA President with the response above.
4. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints.
5. This method of resolving safety concerns shall not displace the right to bring a grievance for violation of this agreement.

It is the collective responsibility of unit members, District administration, and all other District employees to educate students on required safety protocols and to support the enforcement of social distancing, wearing of face masks, and all other safety measures as required. Each school site will publish and follow their student discipline plan for the in person instructional model. The teacher will contact the site administrator to promptly intervene with students who are not complying.

#### COVID Notification

1. Bargaining Unit Members working with students shall be notified within 24 hours, to the extent possible, if they have a student that test positive for COVID. Support providers who work with students will also be notified if a student on their caseload tests positive for COVID.
2. Teachers will be informed of the students placed in quarantine and the date they will be able to return to class. This information must remain confidential, according to HIPAA regulations.
3. In order to maintain effective contact tracing, 7th and 8th grade teachers shall take attendance/roll on AERIES, each period.

#### COVID Testing

1. COVID testing shall be aligned to state and county guidelines and available at each site at no charge, based on test availability.
2. A weekly surveillance COVID testing program shall be made available to students and unit members during the instructional day at no charge, based on test availability.

#### COVID Vaccination

1. The District shall provide a clear and concise explanation of the accommodation process and/or consequences of not complying with the Mandated Vaccination Policy of August 23, 2021.
2. If a bargaining unit member has an extenuating circumstance and requires additional medical appointments to obtain medical documentation, an extension will be granted on a case-by-case basis determined through the accommodation process.
3. After October 15, 2021, employees who are awaiting accommodation due to the extension noted in number two shall undergo weekly testing until the accommodation process can be completed.
4. Should the accommodation not be granted, the Bargaining Unit Member shall be afforded the option to receive the vaccine and return to work in their previous assignment (before a temporary teacher is assigned) or to a vacant assignment (after a temporary teacher is assigned),

two weeks after the receipt of their final dose, upon submitting a copy of their vaccination card.

### Head Start/ Children's Center

Early Head Start / Head Start Home-Base Unit Members will follow federal and state guidelines as outlined in the Grantee Instructional Memo (GIM) or other communication updates from LACOE. Should socialization or virtual family contact protocols change, both parties shall meet to negotiate the impact of the changes, before changes go into effect.

### Compensation:

Due to demonstrable need and the lack of availability of substitute teachers, beginning the date the MOU is agreed upon:

1. During the 2021-2022 school year, the District shall control the assignment of substitutes.
2. During the 2021-2022 school year, when an extra student or students are placed in an elementary teacher's class or with an MVTA Bargaining Unit Member, and no substitute is assigned, the teacher shall be compensated at double the contractual rate, per student.
3. During the 2021-2022 school year, 7th- and 8th-grade teachers or other MVTA Bargaining Unit Members who substitute teach during a period shall be paid at double the contractual rate, per period.
4. During the 2021-2022 school year, the use of Bargaining Unit Members in place of a substitute shall be a last resort, as determined by the Personnel Office.
5. During the 2021-2022 school year, up to two (2) hours paid at the extra duty rate shall be granted for Special Ed Staff conducting extra IEPs for students entering or exiting Independent Study.

### Technology

All teachers shall have the required technology needed to perform their professional duties per the previous MOUs of March 24, 2021 and April 16, 2021. All members shall be surveyed by September 21, 2021 as to the required technology they are missing and shall receive these items before September 30, 2021. The survey will be created jointly by MVTA and the District. The District will work to find replacement for missing items. Weekly updates will be provided to teachers who do not receive any required technology by September 30, 2021.

### Leaves

In the event a Bargaining Unit Member is unable to perform his/her job duties due to exposure to COVID-19 based on LACDPH exposure guidelines, while at one of the District sites, the Bargaining Unit Member shall be placed on paid administrative leave aligned to LACDPH isolation and quarantine guidelines and continue to receive full salary and benefits without any deduction from the Bargaining Unit Member's accumulated illness leave.

Nothing in this MOU prevents a Bargaining Unit Member from filing a worker's compensation claim due to a claim of exposure to COVID-19 while at work.

All other absences and leave requests will follow the Collective Bargaining Agreement, and current State and Federal law.

### Special Education

Record reviews and IEPs will be conducted virtually if it is legally compliant and defensible to do so. Upon parent request, parents will have access to technology and a space at the site.

### Student Entry and Exit

1. Upon entering the campus, students will be visually screened by the district employee at the

- gate.
2. Upon entering the campus, each student shall have their temperature checked, if a child appears to be symptomatic.
  3. Students in grades 3-8 shall be allowed to leave through a designated exit, as feasible.
  4. Each school site shall oversee the health screening of individuals (staff and students) at home and on campus via Qualtrics. Health screening will include temperature checks and health screening questions at home. COVID-19 testing will occur as needed in accordance with state and health department requirements. Staff and students with symptoms consistent with COVID-19 shall be sent home.
  5. Multiple entrance/exit locations for students will be assigned when possible or staggered entrances and exit times with space provided to avoid congregating will be established in order to limit the number of students crossing paths at any one time.

Meetings and Events

1. Virtual Back to School Night shall be on Thursday, September 23, 2021 for all sites. Bargaining Unit Members shall have the option to work remotely.
  - a. The duration will be from 6:00 PM to 7:25 PM.
  - b. Administrators will present from 6:00 PM to 6:30 PM. Bargaining Unit Members are not obligated to attend.
  - c. Bargaining Unit Members will log onto Zoom for the following:
    - i. Session I from 6:30 PM to 6:55 PM.
    - ii. Session II from 7:00 PM to 7:25 PM.
  - d. The modified day for elementary staff will be on Wednesday, September 22, 2021.
  - e. The modified day for 7th and 8th grade shall be decided by affected staff at each site. The modified day will be on the week of Back to School Night on or after Tuesday, September 21, 2021.
2. Parent Conferences shall be virtual and Bargaining Unit Members shall have the option to work remotely on the pupil-free day of Wednesday, October 13, 2021.
3. The parties will come together in March of 2022 to discuss the feasibility of having Open House in the Spring of 2022.

This MOU shall expire on September 30, 2022, or if the COVID-19 crisis ends prior to that date, but may be extended by mutual written agreement.

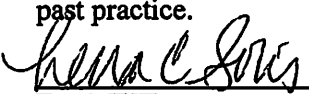
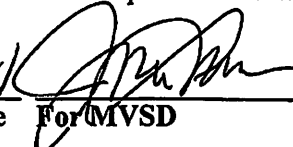
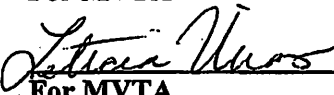
The parties mutually agree to communicate and meet as necessary to develop guidelines and make adjustments for the implementation of this MOU.

The Association and District reserve the right to negotiate any additional impacts of In-Person Learning, and Summer School in the 2021-2022 school year.

The previous MOU signed on April 16, 2021, shall no longer be in effect.

This MOU does apply to the 2022 Summer School program and Head Start/Children's Center 12 month Program.

This MOU dated September 16, 2021, is not retroactive and shall be in effect upon agreement and signature of the parties. This MOU shall not be precedent-setting nor form any basis for past practice.

	9-16-2021		9/16/2021
For MVTA	Date	For MVSD	Date
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For MVTA	Date		