

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

July 7, 2022

The Mountain View School District (“District”) and Mountain View Teachers Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding the Home Based Program Option for the Head Start Preschool students and teachers resuming full in-person services effective July 1, 2022.

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 Home-Based Program Option Head Start Preschool MVTA Bargaining Unit Members. The parties agree to the following:

Health and Safety:

In accordance with the most current notification from the Los Angeles County Office of Education (LACOE), the Head Start Preschool Home-based students and teachers must resume full in-person services beginning on July 1, 2022. In the event that the guidance for the Home-based program changes and prohibits home visits, the District will revert to September 16, 2021, MOU. Teachers will provide both home visits and socialization in person.

All health and safety conditions required by the California Department of Public Health (CDPH) and Los Angeles County Department of Public Health (LACDPH) most current guidelines shall be met while conducting home visits and socialization, including the provision of physical distancing, hand washing/disinfecting, personal protective equipment including masks.

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

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. Students ages 24 months to 36 months or older must wear a face mask. All other students aged 0-24 months are not required to wear masks. All adults/parents must wear face masks.

COVID Notification

1. Home-based program parents will be required to notify a preschool administrator of a confirmed positive case in the household.
2. Bargaining Unit Members working with students shall be notified within 24 hours, to the extent possible, if they have a student and/or members of the household that test positive for COVID. Support providers who work with students will also be notified if a student and/or members of the household on their caseload test positive for COVID.
3. Teachers will be informed of the students and/or members of the household placed in quarantine and the date they will be able to return to the program. This information must remain confidential, according to HIPAA regulations.

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.

Leaves

In the event, that 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 Home-based locations, 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.

This MOU shall expire on September 30, 2022 (at the conclusion of September 16, 2021, MOU), 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.

This MOU dated July 7, 2022, is not retroactive and shall be in effect upon the agreement and signature of the parties. This MOU shall not be precedent-setting nor form any basis for past practice.

Lina Ayala-Aguilera 07-07-2022
For MVTA Date

 7-7-22
For MVSD Date

Leticia Uribe 07-07-2022
For MVTA Date