

Memorandum of Understanding Between  
Mountain View School District  
and  
Mountain View Teachers Association  
August 15, 2020

The Mountain View School District (“District”) and Mountain View Teachers Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding Distance Learning for the period of August 12, 2020 through June 30, 2021.

In preparation for the 2020-2021 school year, the parties recognize the need to address the District’s learning environment and instructional model, one 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. The District will offer distance learning until in person instruction is safe, as determined by State and Local Health officials, and will include, but not limited to, providing personal protective equipment, social distancing environment, sanitizing, and disinfectant supplies.

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 Bargaining Unit Members recognized in Article 1. The parties agree to the following:

Health & 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 reopen the 2020-2021 school year with Distance Learning for all students (Phase 1) beginning August 17, 2020. Advance notice of at least 10 work days shall be provided for staff and parents after a decision has been made to transition into Phase 2.

The parties agree to meet, upon the requests by either party, regarding possible implementation of instructional models (hybrid and in-person learning) for the remainder of the school year.

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

All employees will be provided an *Employee COVID-19 Handbook*. The District is required to enforce the *District’s Plan for Reopening Schools* (Board approved July 23, 2020) and the *COVID-19 Containment, Response and Control site specific Plans*.

In the interest of protecting community and workplace health during the COVID-19 pandemic, 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 Services. The administrator shall, within two (2) working days, respond in writing to the Bargaining Unit Member, with simultaneous copy to MVTA, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints or to bring a grievance for violation of this agreement.

All Bargaining Unit Members have the right, without retaliation, to abstain from performing work that could place a member, student, or member of the community in harm in relation to COVID-19.

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.

#### Work Location During Distance Learning

Bargaining Unit Members shall have the option to work remotely or to return to work at their assigned worksite through the end of Phase I.

Bargaining Unit Members will have access to their classrooms and all materials. Members may check out any materials including: laptop, ipad, document cameras, manipulatives, teacher editions, and resources typically used in the classroom needed to conduct distance learning from home and/or may conduct distance learning from their classroom for all/ some of the days of the week. No Bargaining Unit Member shall be disciplined, retaliated against, or in any way penalized for their choice of work location.

- A. While Bargaining Unit Members are Working Remotely
  - a. Bargaining Unit Members choosing to work remotely will inform their administrator that they plan to work remotely during Phase I.
  - b. Bargaining Unit Members will have a dedicated workspace in their home for Distance Learning, and need to maintain this area in a safe condition. Additionally, they will use all reasonable efforts to ensure that the space is private.
  - c. Bargaining Unit Members' work hours will be the regularly scheduled hours per the Collective Bargaining Agreement.
  - d. The quality of virtual instruction from home will mirror that which Bargaining Unit Members provide when teaching virtually from the classroom and will adhere to the instructional requirements of SB98.
  - e. The District will not reimburse any additional costs associated with teaching remotely. For instance, costs associated with internet use, cell phone usage, or costs associated with any other service that could be provided in the Bargaining Unit Member's normal work location. The District will not provide hotspots to members working remotely.
  - f. The Bargaining Unit Member agrees to immediately report any work-related injuries/accidents that occur during contract work hours to Personnel Services. The Bargaining Unit Member understands that the District will have no liability or responsibility for injuries to third parties, including members of their family, which occur in the Bargaining Unit Member's remote workspace.
  - g. In the case of all absences, the Bargaining Unit Member will follow the normal absence reporting procedures.
  - h. The Bargaining Unit Member's choice to work remotely, does not alter their employment relationship with the District.
  - i. The Bargaining Unit Member shall inform their administrator via email at least 24 hours in advance of the days they will be at their worksite.
  - j. Bargaining Unit Members will be available by phone and email during non-instructional work hours.
  - k. In the event an administrator requires a Bargaining Unit Member to report to their work site to conduct an essential function of the job, the site administrator will first contact the District regarding the request. The District will make final decisions on approving any requests that require unit members to report to their specific site to conduct an essential function of their job. The District will make a good faith effort to provide a minimum of 48-hour notice.
  - l. The administrator shall first attempt to resolve any issues impacting instruction by providing support to the Bargaining Unit Member. Should issues continue, the administrator, through written communication, shall include the concerns, the specific

remedy sought, the support offered by the administrator, and lastly the possible revocation of remote teaching. The bargaining unit member will be given no less than 48-hour notice to return to their regular worksite. If there are extenuating circumstances, such as child care, the member will be given up to 5 working days notice.

**B. While Bargaining Unit Members are Working from a Work Site**

Bargaining Unit Members choosing to voluntarily work in their classrooms will communicate with their site administrator.

- a. The Bargaining Unit Member shall inform their administrator via email at least 24 hours in advance of the days they will be on campus.
- b. In the event a Bargaining Unit Member reports to a district worksite, they shall be responsible for following state, county, and local public health recommendations.
- c. Bargaining Unit Members shall not have other employees in their work areas or classrooms.
- d. The District will maintain proper cleaning and disinfecting for all workspaces.
- e. Bargaining Unit Members who choose to work from their worksite shall be provided with PPE (face masks) and utilize them when outside their personal workspace, maintain six feet of physical distance, and wash/sanitize hands frequently while on campus.
- f. All Bargaining Unit Members must follow safety protocols set forth by the District. It is understood that not complying with the safety standards in place can create an unsafe working environment. Failure to comply with safety standards can lead to disciplinary action.

**Equipment, Training, and Technical Support**

- A. The District shall provide Bargaining Unit Members access to district materials, devices and technical support as fiscally feasible. This may include access to technical support personnel, district staff, and other support as needed. Bargaining Unit Members shall also be supported in the delivery of distance learning and core curriculum being sent out through the district.
- B. If Bargaining Unit 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.
- C. The District will work with Bargaining Unit Members as necessary to ensure that they have the requisite technology devices and/or access to support students in the virtual learning environment. No Bargaining Unit Member will be subject to disciplinary action if unable to engage in the virtual learning program.
- D. 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.
- E. Bargaining Unit Members are to report issues related to remote teaching and learning to their supervisor immediately to prevent student learning loss or loss of services. No Bargaining Unit Member will be subject to disciplinary action when informing his/her supervisor of issues or problems related to distance learning and teaching.

**Distance Learning & Support:**

When providing distance learning, the Bargaining Unit Members will utilize the District-developed instructional blocks per grade level (refer to Article XXVII). Live synchronous instruction, asynchronous instruction and independent assignments shall be combined to meet the daily minutes per grade level at the discretion of the classroom teacher. Non-instructional work hours shall align with the District developed schedules.

The parties agree to follow SB 98 and all California laws concerning distance learning (Education Code Section 43503).

A Smart Start will begin August 17, 2020 and continue for the first week of school for grades TK-8, ending on Friday, August 21, 2020. The teachers shall build into their instructional program and ensure that all teachers, students, and families have built positive rapport, practiced routines and procedures for logging into and using the district's learning management system, Schoology, and other district-approved applications, and have developed instructional routines as a strong foundation for instruction.

- A. Distance learning means instruction in which the student and instructor are in different locations and students are under the general supervision of a certificated employee of the District. Distance learning may include, but is not limited to: (Education Code Section 43500)
  - a. Interaction, instruction and check-ins between teachers and students through the use of a computer or communication technology.
  - b. Video or audio instruction in which the primary mode of communication between student and certificated employee is online interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology.
  - c. The use of print materials incorporating assignments that are the subject of written or oral feedback.
- B. Distance learning shall include the following: (Education Code 43503)
  - a. Confirmation or provision of access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work.
  - b. Content aligned to grade level standards that are provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
  - c. Academic and other supports designed to address the needs of students who are not performing at grade level, or need support in other areas, such as English Learners, students with exceptional needs, students in foster care or experiencing homelessness, and students requiring mental health supports.
  - d. Special education, related services, and any other services required by a student's individualized Education Program (IEP) with accommodations necessary to ensure that IEP can be executed in a distance learning environment.
  - e. Designated and integrated instruction in English language development including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning.
  - f. Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders.
  - g. If daily live interaction is not feasible as part of regular instruction, the governing board must develop, with parent and stakeholder input, an alternative plan for frequent live interaction that provides a comparable level of service and school connectedness.
- C. The District will inform students and parents that online lessons shall not be photographed or recorded without the prior consent of the Bargaining Unit Member.
- D. All work requested of Bargaining Unit Members to take place outside of the regular workday shall be compensated at the negotiated hourly rate.

- E. Should Bargaining 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.
- F. The District shall adhere to student participation and absenteeism requirements. (Education Code Section 43504)
  - a. The Bargaining Unit Member will document daily participation for each student on each school day, in whole or in part, for which distance learning is provided.
  - b. Daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assignments, and contacts between employees of the District and students or parents or guardians. A student who does not participate in distance learning on a school day shall be documented as absent for that day.
  - c. The District shall ensure that a weekly engagement record is completed for each student documenting synchronous or asynchronous instruction, and tracking assignments.
  - d. A student who does not participate daily in distance learning shall be deemed absent by the District. The District shall use documentation of the absence for the purpose of reporting its chronic absenteeism rates in its local control and accountability plan.
  - e. The District shall develop written procedures for tiered reengagement strategies for all students who are absent from distance learning for more than three school days or 60 percent of the instructional days in a week. These procedures shall include, but are not limited to:
    - i. Verification of current contact information for each enrolled student;
    - ii. Daily notification to parents or guardian of absences;
    - iii. A plan for outreach from the school to determine student needs including connection with health and social services as necessary.
    - iv. It will be the District's responsibility to contact "lost learners."
    - v. Each school shall regularly communicate with parents regarding a pupil's academic progress.
- G. Bargaining Unit Members are not required to show their image when teaching synchronously.
- H. Bargaining Unit Members shall determine the means and method for providing distance learning based on appropriate standards-based instruction and assessments, available core instruction materials, their resources, and their students' ability to access the curriculum. Under the current distance learning model, Bargaining Unit Members shall be responsible for planning appropriate standards-based instruction and assessments, supporting diverse learning, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback, and reporting non-participation to the site-administrator for additional outreach and follow up.
- I. Bargaining Unit Members are expected to work and be available in accordance with the Collective Bargaining Agreement.
- J. To the greatest extent possible, Bargaining Unit Members will continue to abide by Education Code Section 43503 (distance learning) and the MVSD Ethical and Acceptable Use Policy when working remotely. On the occasion that circumstances beyond the control of the Bargaining Unit Member occur, no disciplinary action will be initiated.
- K. District will be responsible for determining the use of learning management systems and district programs.
- L. Bargaining Unit Members are required to confirm that an app or program is approved by the district, prior to procurement or use. Only district approved applications and software will be used to deliver distance learning.

### Head Start/ Children's Center

- A. Bargaining Unit Members will utilize the District-developed distance learning schedules. Daily live synchronous instruction, asynchronous instruction and independent assignments will be included in the teacher's created schedule and shall be combined to meet the LACOE guidelines and approved curriculum requirements and supplemental materials. Teacher-created daily schedules will be approved by the administrator. Non-instructional work hours shall align with the District developed schedules.
- B. The District will provide all Head Start / Children Center Staff with training on all online platforms teachers need to effectively perform their duties.
- C. Bargaining Unit Members shall establish learning group size maximums that mirror teacher-child classroom group sizes within teaching teams.
- D. Early Head Start / Head Start Home-Base Unit Members will contact families virtually once per week for regular weekly home visits. Socializations will be conducted virtually through approved platforms based on a pre-scheduled Socialization calendar. On the occasion that circumstances beyond the control of the Bargaining Unit member occur, no disciplinary action will be initiated.
- E. A 24 hour advance notice via-email will be given to administration that the Bargaining Unit Member will be on the work site.

### Compensation:

- A. While working under the current distance learning model, Bargaining Unit Members shall continue to receive their compensation and benefits. Bargaining Unit Members who receive other stipends, shall be paid their full stipends in accordance to the Collective Bargaining Agreement.
- 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 Distance Learning for the 2020-21 school year.
- C. Should a Bargaining Unit Member complete extra duty assignments or extracurricular programs, they shall be paid in accordance with Article 28.
- D. Bargaining Unit Members will not be required to make contacts outside of their contracted work hours. Unit members shall not be penalized for not working outside their contract hours.

### Leaves:

Bargain Unit Members who qualify for paid leave under the Families First Coronavirus Relief Act (HR6201/FFCRA) shall receive full salary for the paid leave days provided regardless of the per diem pay limits in the HR 6201/FFCRA.

The District will comply with the most current guidelines and requirements of The Families First Coronavirus Act (HR 6201). An employee will be allowed to utilize HR6201 prior to the use of personal accrued sick or vacation time.

- A. Paid Sick Leave Act - Part 1
  - a. 80 hours of paid sick leave for full-time employees (pro rata for part-time) at the employee's regular rate of pay if:
    - i. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19
    - ii. The employee has been advised by a health care provider to self-quarantine because of COVID-19; or
    - iii. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.



**B. Paid Sick Leave Act - Part 2**

- a. 80 hours of paid leave for full-time employees (pro rata for part-time) at two-thirds the regular rate of pay if:
  - i. The employee is caring for an individual subject to an order or advised to self-isolate;
  - ii. The employee is caring for their own child whose school or place of care is closed, or childcare provider is unavailable, due to COVID-19 precautions;
  - iii. An employee is caring for an individual experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury (HHS refers to CDC guidance on symptoms).

**C. Extended Family Leave Act**

- a. The parties further recognize that HR 6201 extends FMLA leave in various ways, including making it available to any employee who has been employed for at least 30 days, making it available to employees unable to work due to the need to care for an employee's minor child if the child's school or place of care has been closed due to a public health emergency, and making it a paid leave at 2/3 pay.

The parties acknowledge that these changes apply to District employees and that they may use any previously accrued sick leave to fill any gap in pay resulting from the 2/3 formula in HR 6201

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

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.

**Evaluations:**

- A. Bargaining Unit Member evaluations for the 2020-2021 school year will be postponed until the 2021-2022 school year with the exception of Bargaining Unit Members who are temporary and probationary. Employees being evaluated may submit a video of their lesson to their evaluator in lieu of a formal evaluation observation while assigned to remote instruction.
- B. The administrator reserves the right to perform virtual walkthroughs of all classrooms following the instructional schedule and provide feedback to unit members during the 2020-2021 school year. Links will be provided to the administrator. Administrator will give prior notice of planned visits.
- C. It is recognized that Bargaining Unit Members may be developing activities to be delivered via a new modality, and such, they shall not be evaluated or disciplined based on the "quality" of those lessons and instruction during this crisis.

**Special Education**

- A. The parties agree to meet and consult at the request of either party to address implementing guidance from the CDE and/or Federal Department of Education in order to provide equitable and appropriate education for students with special needs.

- B. Special education teachers, whose caseload includes students in core content classes, will work collaboratively with core content teachers via a virtual platform to ensure that adapted lessons and activities meet the needs of student's IEPs in a digital learning environment. General education core content teachers will have access to student IEP at a glance to adapt lessons appropriately.
- C. Record reviews and special education assessments will be conducted virtually if it is legally compliant and defensible to do so. Assessments will only be conducted in person if deemed necessary and will follow the safety guidelines and recommendations of LACDPH.
- D. The District will provide guidance and training on conducting assessments, writing IEP documents, providing services, and implementing special education programs in the Distance Learning model.
- E. Special Education Teachers and Related Service Providers will provide continuity of learning and services through online synchronous/asynchronous learning environments and learning resources, as appropriate, so that special education students have the same learning opportunities as other students to the greatest extent possible.
- F. The parties agree that the school-based multidisciplinary IEP team, along with the parent or guardian, is in the best position to make decisions related to the social, emotional and academic development of the student. Virtual tools shall be used to hold any necessary IEP/amendments and to meet and collaborate on a student's IEP.
- G. The district shall provide clear guidelines to all related service providers on how to handle cases where parents are not responding to communication or suddenly stop attending class and/or therapy. If attendance results in additional amendments, all members in attendance at the amendment shall be compensated as above.
- H. The District administrator and the Special Education service provider will work collaboratively to arrange the presence of translators and general education teachers for all IEPs and amendments once a date and time has been agreed upon by the Administration and special education team (SDC, RSP, APE, SLPs, Nurses, etc).
- I. The District shall provide clear guidelines to all related service providers on how to handle cases where parents/students are not responding to communication or suddenly stop attending therapy or SPED minutes.
- J. For scheduled teletherapy sessions a related service provider will wait for the student for 15 minutes. After this time, the related service provider can log off and the student is considered absent for that session. The related service provider is not required to make up for that missed session or the minutes that the student missed because they are late in logging on.
- K. The district shall provide each related service provider access to digital materials needed to conduct online therapy, as well as training on all the online platforms that teachers will be using for Distance Learning (i.e. Google Classroom, Seesaw, etc.). Additionally, the District will ensure that all Bargaining Unit Members are provided with a working laptop and a Zoom account.
- L. Students with moderate to severe disabilities will be provided continuity of learning through a variety of learning resources as appropriate. This enables all students to access the same learning opportunities.
- M. When providing special education related services in a virtual format, psychologists and therapists (SLP, APE, etc.) may group students based on similar goals and needs as identified in each student's IEP, from various school sites, as appropriate. The District will provide training to all service providers to address teletherapy, virtual assessments and other legal issues that pertain to online learning including FERPA compliance.
- N. Counselors will conduct virtual or telephone appointments to students for guidance and counseling, monitoring, and academic support as necessary and appropriate. These counseling appointments may be conducted via telephone, email or a virtual platform as is appropriate with professional discretion and student need.



- O. Counselors may provide individual and/or group tele-counseling as deemed feasible by the counselor for academic counseling and/or social/emotional/mental health counseling. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as appropriate, pending guidance around the FERPA guidelines regarding privacy and confidentiality especially with regard to social/emotional/mental health counselor/student meetings.
- P. Speech Language Pathologists shall provide direct speech and language services to students on their caseloads through a professionally acceptable virtual platform. Telephone and email may also be used for progress monitoring or to provide consultation services to staff and parents.
- Q. School Psychologists may provide appointments for students for social emotional and/or behavioral needs as deemed necessary by the psychologists, as well as communicate with families to provide support. Any appointments scheduled shall be conducted by telephone or by virtual tools.
- R. Adaptive Physical Education providers will prepare appropriate distance learning activities that can be performed at home and share the activities using the district provided technology resources. Asynchronous activities can include a combination of practice activities, pre-recorded lessons, paper-based tasks, and video demonstrations.
- S. Nurses will provide health services to students via telephone, or other virtual tools, as determined by the school nurse's professional discretion.
- T. Related service providers that include speech and language pathologists (SLPs), psychologists, nurses and APE teachers may provide individual and/or group teletherapy as deemed feasible by the provider to address current goals in the student's Individualized Education Program (IEP). These lessons may be conducted via virtual tools (i.e. Google Classroom, Seesaw, Zoom), as appropriate.

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 Distance Learning in the 2020-21 school year.

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

This MOU shall expire on June 30, 2021, or if the COVID-19 crisis ends prior to that date, but may be extended by mutual written agreement. The parties agree to meet and discuss an extension of this MOU no later than April 30, 2021.



August 15, 2020

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For the Association

Date



August 15, 2020

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For the District

Date

counselor for academic counseling and/or social/emotional/mental health counseling. Appointments or conversations may be conducted via email, telephone, or other virtual tools, as appropriate, pending guidance around the FERPA guidelines regarding privacy and confidentiality especially with regard to social/emotional/mental health counselor/student meetings.


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