

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

Both parties agree to engage in good faith conversations for the duration of this agreement set to expire on June 9, 2021. Parties will reconvene to establish any necessary changes based on updated health guidelines and Board recommendations as appropriate. Prior to any required in person return, parties agree to reconvene to identify and negotiate any and all additional safeguards that will be required. Parties also agree to reconvene on September 9, 2020 in order to ensure all components of the MOU are functioning as intended.

The parties agree to the following:

DEFINITIONS

1. Distance Learning is defined as any educational instruction that is delivered by teachers to students who are not physically present in a classroom.
2. Hybrid Learning is defined as having groups of students and staff on campus in alternating small groups using a split schedule that limits the numbers of students and staff on campus. All protocols to protect all students and staff through the use of PPE, plexiglass barriers, etc. will be put in place before staff and students are allowed to be on campus.
3. Sheltered Full Return is defined as all students and staff returning to campus with modifications to the work day, work space, and learning environment to protect all students and staff through the use of PPE, plexiglass barriers, etc.
4. Full Return is defined as learning prior to COVID-19 and without specific safeguards in place.

GENERAL PROVISIONS

5. The District will begin the 2020-2021 school year with Distance Learning, and will continue until all specific county and state health metrics have been met which would safely allow an earlier return - barring any mandates from the State or Federal Government.
6. Unit members’ compensation and benefits shall not be reduced as a result of District directed school closure during the 2020-2021 school year.
7. If the state or the District requires students to make up days for the 2020-2021 school year, the parties will negotiate make-up student instructional day(s) up to the number of school closure days.
8. The District shall hold vulnerable populations harmless, including employees with a medical professional’s recommendation, including to self-quarantine, to secure one’s own health, or secure the health of one’s household during the COVID-19 crisis.

 

9. The District agrees to compensate unit members for training at a unique rate of \$70 per hour, for training related to Canvas, LearningFallooza sessions, and any other qualifying professional learning opportunity that has not been established prior to signing of this MOU. The District will announce these additions to the staff. This agreement will not set any precedent for compensation associated with professional development.
10. Back to School Night and traditional gatherings, meetings, or ceremonies shall be remote for the 2020-2021 school year unless mutually agreed upon by both parties.
11. Unit members shall not be required to return to school sites during Distance Learning. If unit members choose to teach from their site, it is voluntary.
12. According to the DTA CBA, each teacher is entitled to a duty-free brunch and lunch period each workday and two prep periods across periods 1-7.
13. Canvas will be the designated Learning Management System for the District. Staff will be trained to post Weekly Slates, Office Hours, Course Information Sheets, and Syllabus on Canvas. A link to Google Classroom can be posted for all other assignments if a unit member prefers.
 - The District will develop and provide teachers a user-friendly template for the Canvas homepage so that students have a similar experience.
 - The District will provide best practices for teachers to use or consider.
14. Parent-Teacher Conferences will resume with the start of the school year. It is recommended that conferences be held during teacher preparation times, during the school day. In order to provide parents flexibility, conferences can be held outside of school hours. To be considered eligible for compensation, only meetings held before 8:30 am, or after 3:45 pm qualify as per the provisions of the CBA. During the time that this MOU is in place, the parent-teacher meeting will have to be via video conferencing in order to qualify for payment and must be a minimum of 20 minutes in duration. Timesheets are to be submitted by the teacher within 2 calendar months of the conference.

DISTANCE LEARNING

15. During times with risk of contagion spread, unit members who have a higher risk of infection, or serious illness due to exposure, shall not be required to report to a worksite. A doctor's note will be required by the District.
16. Teachers will not be required to be at their duty station for a consecutive 6.75 hours. The required 6.75 hours may be spent from a remote station and may occur non-consecutively.
17. Required in-person meetings shall be suspended during Distance Learning (including but not limited to, staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, parent meetings, and parent-teacher conferences). Refer to #37 to determine when in-person meetings can resume. Virtual meetings will occur in lieu.
18. The District shall provide bargaining unit members access to District provided technical support via virtual tools. This may include access to technical support personnel, helplines, and other

technical support from District vendors and/or staff, as well as instruction on distance learning platforms and instructional materials.

- During full distance work and instruction, the District will have live chats available for students and staff during normally scheduled work/instruction times to provide this assistance.
19. For at least the first quarter, Professional Time and Professional Development shall be focused on supporting teachers in developing their curriculum, instruction and assessment for Distance Learning. This time should be reserved for teacher work time either individually or in course teams.
- Professional development shall be developed in response to teacher needs and feedback for improving Distance Learning.
 - Wednesdays shall be reserved as a teacher work day to prepare for their classes and posting their Slates. Slates shall be posted each Wednesday for the next week, and shall cover Monday through Friday.
 - For weeks without a “C” schedule, slates will be due on Thursdays by 5 pm.
20. Staff meetings may occur once a month on Wednesday unless urgent matters require additional meetings.
- Department meetings may occur once a month on Wednesday
 - Teachers may choose to attend optional professional development offerings
 - If a teacher is identified as struggling in any specific areas (see #28), may be referred to an applicable professional development opportunity as appropriate.
 - Professional development opportunities will be offered on Wednesdays on a voluntary basis
21. The goal is to have as much teacher led instruction and engaged learning as possible. Teachers are to provide a minimum of 75 synchronous minutes per school week, per class. For a student with 7 classes, this will be a minimum of 525 synchronous minutes per week (at a minimum, 50% of the instruction will be synchronous). In addition, students will be afforded opportunities to engage in a variety of teacher directed instructional activities throughout the schedule and via homework and enrichment/ intervention opportunities. Every effort will be made by teachers to ensure the entire educational program is relevant, rigorous, and responsive to student needs.
22. Teachers are to provide a combined total of at least 270 minutes of guided learning per school week, per class. The Wednesday schedule is designed to assist teachers in coordinating learning experiences (including synchronous engagement, small groups, individual check-ins, projects and/or guest speakers) for students, along with professional collaboration and training. Activities will be both synchronous and asynchronous.
23. The District has an interest in providing appropriate supplies to unit members during Distance Learning. Unit members have been provided the opportunity to select items but if further supplies are needed, unit members are to contact their Department Coordinator or Office Manager to make requests. Ergonomic requests should be sent to Irene Aguilar in the Business Department.
24. Adjunct duty is suspended during distance learning.

25. Both parties acknowledge the significant workload impact of creating online learning sessions and agree to monitor and discuss those impacts as they develop per CBA 7.10.

26. Evaluation during Distance Learning

- Tenured unit members shall not be subject to traditional evaluation while performing Distance and/or Hybrid Learning lessons and/or instruction during this pandemic period.
 - Options 1, 2A and 2B, from DTA CBA 11.2.4.1 are suspended for tenured teachers
 - All tenured unit members will have their next, regularly scheduled evaluation postponed 1 year.
 - Non-tenured teachers will be subject to modified evaluations. See “g” below.
- Unit members who have identified deficiencies (see 11.2.1.1) will receive feedback, support, and additional resources to remediate those deficiencies in their distance and/or hybrid instruction.
- Appendix H, Peer Assistance and Review Program, will be followed to assist teachers in improving their practice. Please consult 11.3.3 and 11.3.4 of the DTA Negotiated Agreement 2018 - 2021.
- Management reserves the right to address egregious circumstances and may call meetings with a member if they continue to not respond to the provided support.
- Teachers shall be notified of their right to have a union representative in any meeting that could lead to disciplinary action.
- The evaluation process listed in DTA CBA 11.2.5, 11.2.6, and 11.2.7 will be followed as per normal
- Teachers on Probation 1 and 2 will not be subject to traditional evaluation as defined in the CBA.
 - Formal observations will involve live classroom observations with a mandatory teacher/evaluator post-observation prior to a write up. The meeting is to discuss how instruction and assessment occurred in the teacher’s classroom from their own perspective. This will assist in a more comprehensive picture and will inform the observation write-up. Informal observations will be allowed in order to gain full perspective regarding instruction.
 - District will provide extra PD for Probationary 1 & 2 unit members before any formal observations.
 - Both parties shall meet to agree upon clear guidelines which will be published to state what they would be looking for in live session.
 - Prior to initial evaluation, probationary unit members will meet with the principal or principal’s designee to explain how instruction and assessment occurs in their classrooms from their own perspective before the evaluation process starts.
 - The focus of the evaluation will be on teaching and learning in relation to the delivery of curriculum and the engagement of students and will not include technical expertise relative to delivering curriculum and instruction virtually/online

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- Informal observations alone will not negatively impact a teacher's standing during distance learning.
 - a. Evaluator's comments shall include recommendations resulting from observations and conferences with the evaluatee. Recommendations shall be specific and shall provide direction to the evaluatee for improvement.
 - b. Teachers will be evaluated based on the requirements of the evaluation portfolios.
 - c. The scope of evaluation shall be focused on these listed components from 11.1.2 of the CBA that have been modified for 2020-21 and shall be reasonably related to the evaluatee's goals and objectives and the requirements of the Education Code:
 - i. progress of pupils toward established standards determined by the Course Team.
 - ii. employee's adherence to curricular objectives.
 - iii. follow the guidelines and procedures outlined for distance learning by the District and DTA.
 - d. A new student survey will be created to account for unique aspects of distance learning per CBA 11.2.4.2.
 - e. Any unsolicited parental input should be brought to the attention of the evaluatee if it is of concern to the evaluator. No unsolicited parental input should be included in the formal evaluation unless corroborated by other sources.
 - f. Consideration for the limitations and/or malfunctions of technology and the fact that Zoom has limited capabilities (as it is not software that was created for teaching), will be taken into account in the evaluation. Observations of Zoom meetings shall not be the sole basis for an unsatisfactory evaluation.

27. All provisions of the contract not modified by the MOU remain enforced unless mutually agreed upon by both parties.

28. Office Hours are Tuesdays and Friday from 2:30 pm - 3:45 pm. Teachers will be available for students to receive assistance. It is recommended that students sign up ahead of time for those Office Hours on the teacher's slate, or through the LMS, to indicate their planned attendance. Students should show up within the first 10 minutes, unless otherwise prearranged with the teacher.

- If the student does not sign up in advance, the student should arrive within the first 10 minutes.
- This is to ensure time is used productively for both students and teachers. Teachers can provide more effective assistance when they are able to plan for attendees.

29. Unit members that already know they will be unable to return to work, should Distance Learning conclude and Hybrid or Full return begin, should contact MVLA Personnel to set up an Americans with Disabilities Act (ADA) meeting. Members should be prepared to provide a doctor's note.

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HYBRID LEARNING and SHELTERED RETURN

30. All MVLA staff and students will sign a Social Contract on adhering to all health guidelines prior to any required physical return.
31. The DTA will be consulted on all master scheduling modifications and changes to this MOU to account for Hybrid Learning or Sheltered Return, at least 2 weeks prior to a planned return to in-person classes.
32. If there is a return to in-classroom learning, the District will provide unit members preparation time in order to shift their instructional practice. In this situation, if the state requires the District to extend the school year to meet the state requirement of 180 school days, unit members will receive their daily pay rate for any additional calendar days added to meet the state instructional days requirement.
33. All health and safety protocols and guidelines must be in place and published at least 2 weeks before students and staff are to return for a hybrid or any other type of in-person learning.
34. Hybrid Learning and Sheltered Return will revert to Distance Learning if a student or staff member, who has been on campus, tests positive for COVID-19. This applies to those exposed to the COVID positive individual. The trigger to return to the prior learning shall be determined by appropriate health guidelines.
35. If, at any time, a student or staff member tests positive for COVID-19 and has been on an MVLA work/school site, the most current state and county guidelines for response including shutting down rooms, quarantine, and isolation rooms will be followed.
36. Federal and state guidance regarding a phased reopening have focused on a sustained downward trajectory of COVID-19 cases for 14 days or no more than 1 COVID-19 case per 10,000 in the past 14 days. The District and DTA shall review infection rates and trends for new cases in each area, hospitalization rates, levels of community spread, etc., in order to evaluate the overall safety of opening school buildings for in-person teaching and learning.
37. For those unit members who are unable to report to the site due to personal health reasons/ FMLA, the District shall provide every possible, reasonable accommodation in order to avoid loss of compensation/benefits/STRS credit.
38. Unit members who may have been, or were potentially exposed, to the COVID-19 and are required to be officially quarantined while schools in the District are still open, shall be assigned remote duty for the duration of the quarantine and remain in paid status.
 - If a staff member contracts COVID-19 while working remotely and is unable to perform their duties, that staff member shall use their own normal sick leave.
 - If a staff member contracts COVID-19 while working in a school setting, and is able to work from home, the staff member will continue working from home, or perform other district duties while in quarantine until changes in health preclude the staff member from doing so.
 - If there is a return to in-person learning, the District and the DTA will negotiate the impact that potential return could have on sick leave.

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39. District shall not contest workers' compensation claims that COVID-19 disease is caused by work exposure for employees who are diagnosed by a physician with COVID-19 within 14 days of having come to work at a District site.
40. Upon required return, the District will provide hand sanitizer for every classroom, common room, and bathroom, and one hand washing station for every 3-6 classrooms/offices/workspaces. Additional handwashing stations and sanitizers will be provided in other non-classroom spaces.
41. Teachers who are unable to participate in Hybrid Learning or Sheltered Return may elect to be assigned to supervise the Full Remote Learning Program as long as spaces are available. District and DTA will consult regarding teachers who are interested in Option B, and what the selection process will consist of.
42. In lieu of a day off for writing letters of recommendation, unit members may receive 1 day of per diem pay for 10 letters of recommendation (minimum). This agreement is only for the duration of Distance Learning and Hybrid Learning. A maximum of 4 days (40 letters) may be redeemed. This agreement is non-precedent setting.
43. Teachers can receive \$120 payment per 75 minutes for cohort facilitation. Teachers may oversee cohorts for payment, as allowed per County Health Guidelines, as long as the cohorts occur after school or during preparation periods. Teachers may not oversee a cohort while also teaching in person or remotely and receive a \$120.00 payment (double dipping).
 - Cohorts may be held during Office Hours provided the teacher maintains availability to their regular caseload.
44. Curriculum Institute will be restricted to a maximum of 6 hours of training for reimbursement, per day of training. Unless otherwise specified, the rate of pay will be \$47.10

FULL REMOTE LEARNING -- Student Option B

45. Student enrollment numbers in Full Remote Learning (Option B) will not impact the number of FTEs as already established for the 2020/2021 school year.
46. See signed [Full Remote Learning \(Option B\) MOU here](#).

SPECIAL EDUCATION

45. IEPs will be held during resource/prep periods as needed, during 7th period if it is available to both the teacher and the student, or Wednesday (afternoons preferably) and/or if service providers are not needed for that meeting.

Distance Learning Schedule (75 minute block periods)			
Mon/Thurs: Odd Periods	Wednesday	Tues/Fri: Even Periods	
<i>Professional Time: 8:30-9:15</i> <i>504s. IEPs</i>	Student Work Day: 1° 9:30-10:00 2° 10:10-10:40 3° 10:50-11:20 4° 11:30-12:00 5° 1:00-1:30 6° 1:40-2:10 7° 2:20-2:50 → Tutorial Center Open → Enrichment opportunities for students: <ul style="list-style-type: none"> ● <u>Teacher Work & Collaboration DAY</u> ● <u>PD Day</u> ● <u>Slates Posted</u> 	<i>Professional Time: 8:30-9:15</i> <i>504s. IEPs</i>	
1° 9:30-10:45		2: 9:30-10:45	
3° 11:00-12:15		4: 11:00-12:15	
<i>Lunch Break</i>		<i>Lunch Break</i>	
5° 1:05-2:20		6: 1:05-2:20	
7° 2:30-3:45		<i>Office Hours/Tutorial: 2:30-3:45</i>	
<u>Recommended HW Board Policy:(AR 6154)</u> College Prep: 2-3 hours per week/class AP/Honors: 4-5 hours per week/class			

MVLA Counseling Services in Distance Learning (1st semester 20-21)



For students:

- New student enrollment
- Assisting students with schedule errors, changes, AP/H transfers
- Attending 504 meetings
- Virtual one-on-one, grade-level appointments (grades 9, 11, 12) with school counselors via Zoom
- 10th grade small group work sessions with school counselors in the 4th quarter
- Virtual college counseling appointments for seniors (1st semester) and juniors (2nd semester) conducted by college counselors via Zoom
- Lunchtime school counselor office hours via Zoom
- Virtual college visits hosted by our College and Career Centers
- Presentations on the college application process, letters of recommendation, new student information, Naviance, and more (Zoom, screencastify, etc)
- Ongoing academic support and guidance
- Social/ community building activities in partnership with student groups
- Naviance orientation and training for freshman and new students
- Writing letters of recommendation for college admission, scholarships, and specialty programs
- Intervention with and academic support for critical learners
- Linking students to social/emotional resources and therapeutic services
- Supporting student with needs via email, video conferencing or phone conversations
- Assisting students with dual enrollment needs
- Assisting students with summer school registration, as well as outside coursework
- Monitoring senior graduation status throughout the year and determine which seniors need to be notified with “in danger of failing” emails/phone calls/points of contact and “in danger of not graduating” letter.

For families:

- Evening webinars for parents of freshman/new students, seniors, sophomores, and juniors led by school counselors, our college counselors, and our College and Career Center coordinators
- Evening webinars related to all aspects of the college application process, including UC and CSU admissions, and financial aid applications
- Develop and distribute monthly newsletters from the MVHS and LAHS Counseling Departments
- Virtual college fair hosted by the College and Career Centers
- Reply to communication from students/parents within 48 - 72 hours unless extenuating circumstances prevent the counselor from doing so.

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November 21, 2020

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November 23, 2020