

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MILL VALLEY SCHOOL DISTRICT
AND
MILL VALLEY TEACHERS ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING
DURING THE 2020-2021 SCHOOL YEAR**

The Mill Valley School District (“District”) and the Mill Valley Teachers Association (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus COVID-19 and the opening of schools during the 2020-2021 school year, including the 2021 extended school year (summer program for special education.)

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The Parties acknowledge that staff and students may need to self-quarantine, become quarantined, or the District may need to close a learning cohort or close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year including the 2021 extended school year (summer program for special education.)

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement (“CBA”) not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) *California Government Codes 3540 et seq.* apply and remain in effect.

The Parties agree to the following:

1.0 DEFINITIONS

1.01 “Classroom” – is any physical academic, learning, assessment, or instructional space used by students, certificated, classified, parents, administrators, or other adults on a school campus. This applies to both indoor and outside learning spaces, and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus.

1.02 “Close Contact” – For COVID-19, a close contact is defined as any individual who was within 6 feet of an infected person for at least 15 minutes starting from 2 days before illness onset (or, for asymptomatic patients, 2 days prior to positive specimen collection) until the time the patient is isolated.

1.03 “Cohort” – A cohort is a stable group with fixed membership that stays together, for all courses and activities (e.g., lunch, recess, etc.) and avoids contact with other persons or cohorts.

1.04 “Common Equipment” – is any school equipment or structures that are designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, recess/playground equipment, physical education equipment, pens, pencils, etc.

1.05 “Common Space” – is any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but is not limited to, school offices, nurse stations, playgrounds, blacktops, quads or outdoor gathering spaces, hallways, bathrooms, etc.

1.06 “Face Coverings” – face coverings or masks as recommended by federal, state, or local public health guidance.

1.07 “Hand Sanitizer” – this product must contain at least 60% alcohol and must be used in compliance with public health advisories.

1.08 “Personal Protective Equipment” – this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and includes face coverings, masks, N95 masks, face shields, humanity shields, barriers, gloves, and other protective gear.

1.09 “Physical Distancing” – also known as social distancing to help decrease the spread of the virus by increasing the space between adults to at least six (6) feet between themselves and other individuals; and between students to approximately four (4) to six (6) feet between themselves and other students, maximizing the classroom spaces for the furthest distance.

1.10 “Specialists” – Elementary library, music, PE, and art teachers.

1.11 “Synchronous Live Instruction” - Synchronous live instruction means an educational instruction delivered in a classroom setting or through video-conferencing whereby the instructor and student carry out essential tasks while together.

1.12 “Asynchronous Instruction” - Asynchronous instruction means an educational instruction delivered to students whereby the instructor and student carry out tasks while not together.

1.13 “Daily Live Interaction” - this means daily 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 and consistent with this MOU.

1.14 “Distance Learning” - Distance Learning is defined as instruction in which pupil and instructor are in different locations and pupils are under the general supervision of a certificated employee of the District.

2.0 PERSONAL PROTECTIVE EQUIPMENT (“PPE”)

2.01 The District shall provide PPE to all unit members and students for every day that unit members or students are required to report to school sites.

2.01.1 Additional PPE will be provided to counselors and special education teachers when their duties require them to be in close contact with students and may allow for multiple changes of PPE per day.

2.01.2 Every unit member will be provided with at least one plexiglass table shield, and special education teachers will be provided at least two.

2.02 In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with county public health guidelines and provides equivalent protection to the PPE provided by the District.

2.03 Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE.

2.04 If the District fails to provide sufficient PPE for the day, individuals without PPE will provide distance learning and will receive their full daily rate of pay. Any in-person classes taught by the unit member will resume when sufficient PPE is available.

Face Covering Requirements

2.05 Face coverings are required to be worn properly at all times by all individuals on a school campus, indoors or outdoors. This applies to all students grades K-8, all administrators, and any visitors on campus over the age of 4. The District shall share with staff and parents a plan to address students and others who are not in compliance with the face covering requirements. This plan shall be created and shared by prior to students returning in-person.

2.05.1 Face coverings shall not be required for students or staff if there is a medical or behavioral reason for not wearing a face covering. This should be verified in writing from a medical professional, member of the school IEP team, or the school counselor. Unit members who work with students who are not required to wear masks shall be given more comprehensive PPE and shall receive multiple sets of PPE per day.

2.06 For unit members who cannot wear a mask according to section 2.05.1, face shields “Humanity Shields” or equivalent. Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus.

2.07 N95 masks shall be provided to:

2.07.1 Unit members caring for individuals who get sick at the worksite with possible symptoms of COVID-19 illness;

2.07.2 Unit members who may request in writing N95 masks, at the discretion of the District, due to professional or personal health concerns. Unit members shall not be required to submit a note from a medical professional when making this request.

Personal Hygiene Requirements

2.08 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.

2.09 All individuals shall be required to wash their hands or use effective hand sanitizer upon entering district sites and every time a classroom or workspace is entered.

2.10 The District shall comply with the following hand washing requirements:

2.10.1 Every room with a sink shall be stocked with soap and hand sanitizer and paper towels.

2.10.2 Every classroom shall be provided hand sanitizer. Additional bottles of hand sanitizer will be given to each classroom, as available.

2.10.3 Non-classroom workspaces and common spaces shall be provided hand sanitizer.

2.10.4 Portable hand washing stations shall be located at the nearest point outside of the four (4) Middle School special education classrooms that do-not have a sink.

2.10.5 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as practicable, as needed and prior to the beginning of each day that staff or students are on campus.

3.0 IN-PERSON LEARNING

The Parties affirm that the District shall offer in-person instruction to the greatest extent possible while also maintaining a safe and healthy learning environment for all students, educators, and their families. In-person learning will resume in accordance with state or county guidance, though not before October 5th, 2020.

The COVID-19 pandemic has caused federal, state, and local public health officers to issue orders and guidance impacting the educational operations of the District in order to minimize health and safety risks associated with COVID-19 infection and illness. As a result of the orders and guidance issued by federal, state, and local public health officers, any in-person learning offered by the District during the pandemic shall be offered consistent with all of the provisions below. If the District is unable to maintain the provisions in Sections 2.0 and 3.0, then the District will offer an educational program according to the provisions of Section 4.0 – Distance Learning/Hybrid Learning of this MOU.

Adherence to Health Guidelines and Orders

3.01 The District shall adhere to the current COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), California Department of Industrial Relations Division of Occupational Safety and Health (“Cal-OSHA”), and Marin County Health Department.

3.02 In order for in-person, with the exception of special populations being served through a waiver, learning to occur, Marin County needs to have been off the state watchlist for at least 14 consecutive days.

3.03 The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines in section 3.01.

Physical Distancing

Classroom/Instructional/Academic Learning Spaces and Counseling Spaces

3.04 The District shall maintain distancing of five (5) to six (6) feet between all student workspaces, between all educator and student workspaces, and between all employee workspaces. The District, in partnership with the Association, will maximize the classroom spaces for the furthest distance. Priority to alternate spaces will be given to teachers whose classrooms are not able to accommodate five (5) to six (6) feet of distance. Distances may be less than five (5) feet upon mutual agreement of the Superintendent or designee and Association President or designee, on a case by case basis to ensure A/B cohorts.

3.04.1 The District shall calculate the maximum capacity of all workspaces while maintaining physical distance and workspace distance requirements. The capacity for each classroom space shall be posted prior to the start of in-person learning.

3.04.2 All workspaces shall be measured and marked to maintain the physical distancing and workspace distancing requirement prior to the start of in-person learning.

3.04.3 Unit members will be relocated, to classrooms and workspaces that have adequate space for physical distancing.

3.04.4 In order to maximize physical distancing and safety, unit members will remove personal furniture and belongings from their classroom by September 8, 2020.

3.05 For speech pathologists, counselors, special education teachers providing academic instruction or assessments, classroom teachers providing one on one assessments, alternative and effective safety devices such as plexiglass barriers or face shields with neck drapes shall be used. Physical distancing of at least six (6) feet shall be maintained to the extent possible. The exception is in emergency situations where the environmental or behavioral threat supersedes the necessity for physical distancing.

Lunch

3.06 Physical distancing shall be maintained between students, between staff and students, and between all staff during their lunch period(s). When school facilities and weather conditions allow, students will eat outside.

3.07 Education Code 44813 requires a duty-free lunch period of at-least thirty (30) minutes each workday.

3.07.1 If the District requires students to stay in class for lunch due to inclement weather or the school site facility's inability to maintain physical distancing requirements during lunch, the District shall provide appropriate supervision of students. If the provision of adequate supervision is not practicable, the district will compensate unit members who volunteer, with site administrator approval, to remain with students for this period of time at the unit member's hourly contract rate of \$45 per hour. No unit member shall be required to work during the duty-free lunch time, nor shall they be pressured or coerced to do so. It shall be the District's responsibility to provide supervision coverage.

3.08 Staff lounges will not be used for eating, meeting, or socially gathering until indoor dining is allowed under local public health guidelines. When staff lounges are in use, physical distancing of six (6) feet will be maintained when practicable. Staff members who use shared appliances will clean them before and after each use.

One-Way Directions/Movement

3.09 In order to help maintain physical distancing requirements in all common walkways, railed walkways and congregation areas (both outdoor and indoor), prior to in-person learning, the District shall create unidirectional pathways where practicable. These pathways shall be clearly marked to indicate the direction of travel and the six (6) feet physical distance spacing requirements where practicable.

School Ingress and Egress Points

3.10 In order to alleviate congregation in large groups at access points before and after school:

3.10.1 School sites shall identify multiple access points to be used for student and parent ingress and egress before and after school.

3.10.2 Where possible, staff, students, and parents will be assigned an ingress and egress point for use when coming to school for in-person learning.

3.10.3 Unit members shall supervise their assigned student cohort(s) in designated outdoor spaces for entry and exit of the school site for no more than 10 minutes per day.

3.10.4 School sites may designate staggered start and end times for cohorts, but any staggered start or end times shall not create longer or shorter work days for unit members.

Recess/Student Break Times

3.11 School site administrators, shall create plans and schedules that provide recess and break times for both students and unit members consistent with the following:

3.11.1 All recess and break times shall be designed to maintain physical distance requirements and to maintain cohort stability.

3.11.2 All recess and break times or locations shall be staggered to minimize the number of different people with whom staff and students interact.

3.11.3 Each cohort/class will be assigned a specific recess time and play area to help prevent the mixing of student cohorts.

Meetings and Gatherings

3.12 Meetings (including but not limited to staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, parent meetings, and parent-teacher conferences) shall be held virtually when practicable, and shall be scheduled during non-instructional time. A unit member may agree to attend an in-person meeting, but may not be required to do so.

3.13 For large in-person gatherings (i.e. school assemblies), guidelines established by the County Public Health Department will be followed.

3.13.1 Back to School Night will be held virtually. Unit members will have the option to present from their classroom on Back to School Night.

Student Cohorts

Elementary Schools (K-5)

3.14 The Parties affirm that student cohorts are intended and designed to provide stable groupings of students that are maintained, throughout each school day, with an assigned primary cohort teacher, and systems are in place at the school site to prevent the mixing of classroom cohorts.

3.15 When the District returns to in-class instruction, the District shall use student cohort groupings, based on the number of students that can safely be placed in a teacher's classroom while maintaining physical distancing and cohort sizes of no more than 15 students. If the student cohort has reached its maximum capacity, no additional students will be added to the cohort roster.

3.15.1 A daily schedule, which shall meet the minimum daily minute requirement as outlined in SB98, will be drafted by site administration and presented to unit members prior to a return to in person learning.

3.16 Students should remain in their same workspace as much as practicable.

3.17 Each student's school supplies shall be separated and stored in individually labeled storage containers, cubbies, or areas.

3.18 The District, working with unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected between uses. Unit members will be provided with supplies to clean shared equipment.

3.19 School staff shall limit the number of in-person visits to classroom cohorts in order to maintain the stability of the cohorts and to minimize the spread of the illness. Staff not assigned as the primary cohort teacher shall primarily use virtual methods of instructing or interacting with the student cohort, as practicable.

Middle School (Grades 6-8)

3.20 The Parties affirm that student cohorts are intended and designed to provide stable groupings of students that are maintained throughout each school day with an assigned primary cohort teacher or teachers, and systems are in place at the school site to prevent the mixing of classroom cohorts.

3.21 When the District returns to in-class instruction, the District shall use student cohort groupings, based on the number of students that can safely be placed in a teacher's classroom while maintaining physical distancing and cohort sizes of no more than 15 students. If the student cohort has reached its maximum capacity, no additional students will be added to the cohort roster.

3.21.1 A daily schedule, which shall meet the minimum daily minute requirement as outlined in SB98, will be drafted by site administration and presented to unit members prior to a return to in person learning.

3.22 Students should remain in their same workspace as much as practicable.

3.23 The District, working with unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected between uses. Unit members will be provided with supplies to clean shared equipment.

3.24 The Middle School Working Group shall create a schedule consistent with section 4.02 that will maintain cohort stability. To help facilitate stability, staggered release times may be created.

3.25 School staff shall limit the number of in-person visits to classroom cohorts in order to maintain the stability of the cohorts and to minimize the spread of the illness. Staff not assigned as the primary cohort teacher shall primarily use virtual methods of instructing or interacting with the student cohort, as practicable.

Other Health and Safety Issues

Daily Cleaning and Disinfecting

3.26 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary.

3.27 Daily cleaning and disinfecting as described in Section 3.26 shall be done by trained custodial personnel. Certificated unit members shall be required to perform daily cleaning and disinfecting that falls within the scope of the normal duties in our bargaining unit. A daily cleaning and disinfection record will be kept.

Air Ventilation and Filtration

3.28 All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, exterior noise, odor or air quality conditions.

3.29 The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to maximum percent as indoor and outdoor conditions safely permit.

3.29.1 HVAC air filters shall be equipped with HEPA or MERV-13 filters and changed at the recommended intervals. All HVAC units will be inspected by HVAC professionals to ensure that each unit can still provide required airflow when HEPA or MERV-13 filters are installed. A report from the HVAC inspection will be presented to both Parties prior to the start of in-person instruction.

3.29.2 Portable classrooms or other classroom spaces or workspaces without adequate central HVAC or windows shall be equipped with HEPA or MERV-13 air filters with a large enough capacity and flow rate for the square footage of the room.

3.29.3 Unit members will be offered alternate locations to meet with students that have at least one operable window and an exterior door, or two or more operable windows, or a covered outdoor space.

Health Screening, Testing, Notification, and Contact Tracing

3.30 The District shall have a registered School Nurse for the safety and health of all students, staff, and visitors to the campus each day. The School Nurse shall:

3.30.1 oversee the health screening, testing, and notification of all individuals in the district,

3.30.2 oversee the health care for any individuals that manifest symptoms associated with COVID-19, when practicable,

3.30.3 assist in the design and implementation of quarantine protocols,

3.30.4 coordinate the training of all students, staff, parents, and visitors on effective hygiene practices including but not limited to hand washing, physical distancing, and PPE usage, and

3.30.5 receive up to 10 minutes of preparation time at the receiving site should the nurse need to drive from one school to another.

3.31 The District shall ensure that all students, employees, and visitors fill out a checklist daily for symptoms associated with COVID-19 infection prior to entering school buildings.

3.31.1 Health screening, notification, and quarantine protocols and procedures will be created and implemented by the District prior to in-person learning occurring.

3.31.2 All students and staff will be trained on these protocols and procedures.

3.31.3 Staff testing will be consistent with health department guidelines. The Parties will work in partnership with the county to increase testing capacity for students and staff.

3.32 Staff and students with any symptoms consistent with COVID-19 or who have been contacted by Marin County Health Department will be advised to self-quarantine. Principals will designate an isolation room staffed by appropriate personnel. Unit Members who have had close contact with a person with COVID-19 shall be sent home or sent to an isolation room on site pending travel home or to a medical facility, in accordance with county health guidance.

3.33 Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing procedures in conjunction with the Marin County Public Health Department. The District shall notify the Association Presidents of the location(s) where the infected individual was present on the school campus during the suspected incubation/active infection period.

3.34 According to *Education Code 43501* as amended by SB98 the minimum daily instructional minutes for grades K (180 daily minutes), 1-3 (230 daily minutes), 4-8 (240 daily minutes), are in effect for the 2020-2021 school year.

4.0 DISTANCE LEARNING/HYBRID MODEL

In an effort to provide a clear plan to MVSD families, and the importance of consistency to support lesson planning, preparation and student learning, Mill Valley schools will offer distance learning for all students until at least October 2, 2020.

Consistent with *Education Code Section 43503* as amended by SB98, as a result of the orders and guidelines issued by federal, state, or local public health officers, distance learning is permitted five days per week for students who are medically fragile or would be put at risk by in-person learning instruction, or who are self-quarantining because of exposure to COVID-19.

Hybrid Model of Instruction

Elementary School Hybrid Model

When providing daily instructional minutes in a hybrid model, any in-person learning student schedules and any distance learning student schedules shall meet the minimum instructional minutes. The bargaining unit member workday shall remain as described in the CBA. Each cohort will be based on the number of students that can safely be placed in a teacher's classroom while maintaining physical distancing and cohort sizes of no more than 15 students.

4.01 Each cohort will attend in-person learning 5 days a week in an AM/PM model, for 3 hours maximum per day and 2.5 hours on Wednesdays. The 3 hour in person session will include at least one 15 minute recess for each cohort of students, elementary specialist classes for at least 30 minutes per cohort, and lunch distribution. Any additional instructional minutes requirements will be completed at home, through assignments provided by the teacher.

Secondary School Hybrid Model

Minimum daily instructional minute requirements will be met in a combination of in person and distance learning instruction. When providing daily instructional minutes in a hybrid model, any in-person learning student schedules and any distance learning student schedules shall meet the minimum instructional minutes. The bargaining unit member workday shall remain as described in the CBA. Each cohort will be based on the number of students that can safely be placed in a teacher's classroom while maintaining physical distancing and cohort sizes of no more than 15 students.

4.02 The Middle School Working Group, which consists of Middle School Administration and unit members, will meet to create a middle school hybrid schedule that allows for students to receive part of their required days of instruction to be provided using distance and in-person learning. Any proposed schedule shall be consistent with the terms of this MOU. The schedule created shall be presented to the Superintendent and Association President so that it may be included in this MOU.

4.03 Weekly teacher preparation time shall be at least the equivalent of one day of minimum student instructional minutes or the total minutes of one class period per day multiplied by five (5) days per week, whichever is greater.

Distance Learning

4.04 In a distance learning model, all students will receive synchronous and asynchronous instruction and content five days per week. The lesson design and type of instruction provided shall be at the discretion of the classroom teacher in accordance with SB98.

4.04.1 All content shall be aligned to grade level standards that is provided at the level of quality and intellectual challenge substantially equivalent to in-person instruction.

4.04.2 This daily live interaction shall be designed by the teacher to meet the needs of students.

4.04.3 Prior to the start of the trimester bargaining unit members shall post class expectations and information sheets with information on accessing the teacher's Distance Learning platform (e.g. Google Classroom), and contact information.

4.04.4 Administrators will be provided access to all virtual classes and learning plans.

4.04.5 In the scope of their professional duties, Counselors will schedule regular and on-going check-ins for students needing additional support regarding access to social-emotional learning offerings, and supporting their access to distance learning opportunities.

4.04.6 When providing distance learning, academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level. Daily lesson plans, assessments, and instructional methodologies used shall be at the discretion of the classroom teacher.

4.04.7 A master schedule for each elementary school site will be created by site administrators to incorporate specialist classes into each classroom cohort's weekly schedule. Each class of grades 1-5 students will receive live virtual instruction for art 1x/week, music 1x/week, PE 5x/week, and library 1x/week. Each class of Kindergarten will receive live virtual instruction for art 1x/week, music 1x/week, PE 1x/week, and library 1x/week. Band, orchestra and chorus will also be included in the site master schedules.

4.04.8 Distance learning for K-8 shall be as follows:

Grade Level	SB98 Required Minutes	Live Synchronous Minutes	Asynchronous Minutes
Kindergarten	180	135	45
1st, 2nd, 3rd	230	185	45
4th, 5th	240	175	65
6th, 7th, 8th	240	165	75

Every student will receive core academic lessons and elementary specialist lessons which will be a minimum of 30 minutes per specialist class, and intervention and/or extension.

Synchronous learning is whole class, where direct instruction, discussions, and supervised work time occur, and small groups or 1:1 meetings with instructors, where differentiation and extension occur.

While some students are meeting in small groups or 1:1 with instructors, remaining students are engaging in asynchronous learning activities.

4.05 If daily live interaction is not feasible as part of regular instruction, the District shall develop an alternative plan in consultation with and based on meaningful input from students, parents, and the Association.

4.06 The District shall ensure equitable access to education for all students and shall confirm and/or make provisions so that all pupils have adequate access to connectivity and technological devices to participate in the educational program and complete assigned work.

4.06.1 In order to ensure equitable access to the educational program and academic and other supports, where authorized by the County Health Department, the District may choose to provide in-person learning opportunities five (5) days per week for the students described in SB98 so long as they are part of a stable classroom cohort for all five days while maintaining all other provisions of this MOU.

4.06.2 In order to provide equitable access to the educational program, special education and other related services, for pupils with an individualized education plan (IEP), unit members in partnership with the District shall ensure that all IEPs can be executed in a distance learning environment. If it is determined by the IEP team that a student should remain in an in-person learning environment five (5) days per week, where authorized by the County Health Department, the District shall offer in-person learning so long as the student is part of a stable classroom cohort for all five days while maintaining all other provisions of this MOU.

4.07 Bargaining unit members shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, 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.

4.08 Grade-level, standards-based interactive instruction should include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and provides the bargaining unit member opportunities to provide the student encouragement and feedback.

4.09 Bargaining unit members are expected to work and be available during their normal contractual work hours and workdays. To provide students and parents with consistency and to avoid conflicts, teachers will provide a weekly schedule for students. Office hours/interactive instruction shall be scheduled during the same times each week. Bargaining unit members shall have time each week designated to provide student support, feedback, and clarification and may be conducted via phone, email, or other virtual platforms.

4.10 Bargaining unit members providing service in a total (non-cohort) distance learning model may work remotely or may access and work from their assigned classroom/office workspace as they deem necessary unless their assigned workspace is being used to provide classroom space for a stable student cohort. Administrators will notify bargaining unit members if their regularly assigned workspace is going to be occupied to provide additional spaces for physical distancing and stable cohorts. In the event a bargaining unit member reports to a district worksite, they shall be responsible for following all safety and health requirements in Sections 2.0 and 3.0 of this MOU.

4.11 Any recording of live/synchronous virtual instruction is required to have the consent of the teacher and the principal.

4.12 Unit members shall not be held liable or responsible for any inappropriate action done by anyone other than the unit member during live online interactions. Disciplinary action shall not be initiated against any unit member for unintentionally inappropriate or unprofessional actions or situations that arise during any online interaction. This does not include intentional, non-accidental unprofessional behavior done by the unit member directly.

4.13 Unit members assigned a class roster may choose to engage in meet and greet activities at a school site with cohorts. Unit members shall be responsible for following all safety and health requirements in Sections 2.0 and 3.0 of this MOU. These meetings will be scheduled and held outdoors if possible. Schedules for meet and greets will be coordinated by unit members and administration at a school site. These meetings will be held for small groups or cohorts during the first two weeks of the school year and will be approximately 30 (thirty) minutes in length.

Distance Learning Accountability Requirements

4.14 Unit members shall document daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided. A pupil who does not participate in distance learning when assigned to do so shall be documented as absent by the distance learning teacher.

4.14.1 Evidence of daily student participation in distance learning shall be obtained using:

4.14.1.1 evidence of participation in online activities;

4.14.1.2 completion of regular assignments or assessments;
and

4.14.1.3 contacts between employees of the District and pupils
or parents or guardians.

4.14.2 Unit members shall ensure that a weekly engagement record is completed for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments.

4.14.3 The District shall develop written procedures for tiered reengagement strategies for all pupils who are absent from distance learning for more than three school days or 60% of the instructional days in a school week. These procedures shall require school site administrators or classified staff to make contact with the pupil's parents or guardians pursuant to the requirements of *Education Code Sections 43504(f)*.

4.14.4 Classroom teachers shall regularly communicate with parents and guardians regarding a pupil's academic progress consistent with established practices and procedures for traditional in-person learning.

5.0 SUBSTITUTE COVERAGE

In-Person Learning

5.01 The school site administrator may seek volunteers from the bargaining unit who are not primarily assigned to teach a stable student cohort to provide in-person instruction to the cohort.

5.02 In no event shall two (2) or more stable student cohorts be combined in order to provide instruction, nor shall a single cohort be divided and separated into other cohort groups.

Distance Learning

5.03 The school site administrator may seek volunteers from the bargaining unit who are not primarily assigned to teach a stable student cohort to provide any necessary instructional minutes to students, to provide daily live interaction, or to assist students as needed. A unit member assigned to full-time distance learning may volunteer to temporarily cover the additional workload so long as the work can still be provided within their regular workday described in the CBA.

6.0

DAYS AND HOURS

In-Person Learning Unit Member Daily Start Time

6.01 Unit members shall report to their assigned work site according to the bargaining unit member start time in the CBA or consistent with past practice. If the school develops staggered start and end times, bargaining unit members shall adjust their contractual start and end time so that the overall workday remains the same as provided for in the CBA.

6.02 School site protocols will be developed to minimize interaction of bargaining unit members, staff, students, and parents prior to the daily opening of the classroom space for in-person learning.

In-Person Adjunct Duties, Committee Assignments, or Extra Duty Work

6.03 In-person adjunct duties, committee assignments, or extra-duty positions shall be held virtually or in compliance with state or local health guidelines.

Training Days or Hours

6.04 Due to the start of the school year in a distance learning format, the Parties agree to move the staff development days from January 15, 2021 and March 19, 2021 to August 20 and 21, 2021. The first day of student instruction will be August 24, 2020. Teacher training and collaboration will take place on August 17, 18, and 19, 2020, and August 20 and 21, 2020, will be teacher-directed, non-student days.

7.0

LEAVES

Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)

7.01 For unit member self-care:

A unit member shall use up to 10 days of available federal paid sick leave under the FFCRA if the member (1) is unable to work due to government issued quarantine or isolation order related to COVID-19, (2) has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work, (3) is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work. The District may request verification prior to placing a unit member on paid leave.

7.02 For unit members to care for others:

A unit member may use up to 10 days of available federal paid sick leave under the FFCRA if the member is unable to work due to the need to care for (1) a minor child due to a COVID-19 related school closure, (2) an individual subject to government issued quarantine or isolation order related to COVID-19, (3) an individual who has been advised to self-quarantine by a healthcare provider related to COVID-19, or (4) an individual who is experiencing symptoms of COVID-19 and is seeking diagnosis. The District will request verification prior to placing a unit member on paid leave.

Unpaid Leave of Absence for Unit Members At-Risk of COVID-19 Exposure

7.03 In the event a bargaining unit member is unable to return to in-person instruction because either they or someone in their household is at high risk for illness or infection associated with COVID-19, an alternate or remote assignment will be made available to them. Bargaining unit members who request an unpaid leave due to the risk of exposure to COVID-19 will be granted the leave. This leave request shall be submitted to the district by 9am August 6, 2020.

Industrial Accident Leave/Workers' Compensation

7.04 The District shall comply with workers' compensation presumptions issued by the state of California for claims that COVID-19 disease is caused by work exposure for bargaining unit members who are diagnosed by a medical doctor with COVID-19 within fourteen (14) days of having come to work at a District site.

8.0

TRANSFERS AND ASSIGNMENTS

8.01 The following procedures shall apply to the assignment of distance learning remote work for the 2020-2021 school year:

8.01.1 Full time distance learning will be provided by a full-time distance learning remote teacher for students who opt for the full distance model. Caseloads would not exceed 30 students in K-5. In-person cohorts would not exceed 15. Unit members who are providing in-person learning or hybrid learning will not have these students on their class rosters.

8.01.2 The District shall post and notify all bargaining unit members of remote assignment vacancies via district email. The vacancy shall contain the title and brief description of the position, the credential requirements for the position, and a closing date which is at least three (3) calendar days following the posting date. After three (3) calendar days, the District may post remote assignment vacancies externally.

8.01.3 The unit member's request for a distance learning remote work assignment must be submitted via Google Form within three business days of the ratification of this MOU by MVTA. The Google Form will be made live the same day the MOU is ratified.

8.01.4 Priority for distance learning remote work assignments shall be given to those individuals who are requesting the remote work assignment because either they or someone in their household is at high risk for infection or illness associated with COVID-19, in order of hire date seniority with the District.

8.01.5 If after giving priority of assignment to bargaining unit members according to Section 8.01.4, there is additional distance learning remote work available, the remaining assignments shall be filled in order of hire date seniority with the District for unit members with the appropriate credential qualifications.

8.02 The following procedures shall apply to the assignment of in-person teaching during a period of distance learning during the 2020-2021 school year:

8.02.1 Full time in-person learning will be provided by a full-time in-person teacher for students who are eligible for the in-person model, as described in SB98. Normal cohort sizes will apply. Unit members who are providing distance learning or hybrid learning will not have these students on their class rosters.

8.02.2 The District shall post and notify all bargaining unit members of in-person assignment vacancies via district email. The vacancy shall contain the title and brief description of the position, the credential requirements for the position, and a closing date which is at least three (3) calendar days following the posting date. After three (3) calendar days, the District may post remote assignment vacancies externally.

8.02.3 The in-person learning assignments shall be filled first by seeking volunteers and then in order of hire date seniority with the District for unit members with the appropriate credential qualifications.

8.02.4 Assignment to in-person learning positions for the 2020-2021 school year will not impact a unit member's teaching assignment and school site placement for the 2021-2022 school year.

9.0

CHILDREN OF BARGAINING UNIT MEMBERS

9.01 The District shall grant child care related leaves (FMLA, Families First Coronavirus Relief Act, etc.).

9.02 Unit members will be permitted to bring their own children to school campuses during the workday contingent upon signing a waiver and release of liability, and with the understanding that their child/ren will not be counted in the cohort.

10.0 PAY AND BENEFITS

10.01 While working under an in-person learning model, a hybrid model, or a total distance learning model, or during a period of total emergency school closure, bargaining unit members shall continue to receive their full compensation and benefits. If extracurricular duties can and are fully performed, bargaining unit members shall continue to receive stipends or additional pay, as provided for under the CBA.

10.02 The District shall reimburse all bargaining unit members who are on a medically verified, accommodated full time distance learning assignment and working from home due to medical reasons for reasonable costs associated with purchasing equipment, including desks or chairs, improving home internet bandwidth, or instructional materials not provided by the District directly related to providing distance learning. Purchases shall be preapproved and unit members may be reimbursed up to \$250 per unit member for the 2020-2021 school year.

10.03 Any bargaining unit members who provide substitute coverage for an in-person class cohort, the hourly contract rate of \$45 per hour for their time worked.

10.04 Bargaining unit members who provide substitute coverage for a distance learning class shall be paid their \$45 hourly rate of pay for their time worked.

11.0 EVALUATION

11.01 The period of time from the start of the school year through September 30, 2020 shall not be used to evaluate bargaining unit members in order to allow time for bargaining unit members and administrators to adjust to a new model of instruction. The evaluation process shall begin on October 1, 2020, with all observations and final evaluations concluded by March 1, 2021 for probationary members and extended to June 1, 2021 for all other unit members. The Parties agree to meet and discuss the evaluation process for the 2020-2021 school year as needed.

12.0 ELEMENTARY SPECIALISTS AND MIDDLE SCHOOL ART, MUSIC, AND PHYSICAL EDUCATION TEACHERS

12.01 For Elementary Specialists, during a period of hybrid in-person learning, instruction, as appropriate, will be provided via virtual live instruction shall be used in lieu of in-person instruction.

12.02 Elementary specialists and Middle School art, music, and physical education teachers shall prepare daily lesson plans based on academic content standards that provide an equivalent level of rigor as in-person learning for stable student cohorts engaged in in-person learning as well as for students engaged in distance learning or a hybrid model of instruction.

12.03 Daily work schedules shall be provided by school site administration.

12.04 During a period of hybrid in-person learning, assignments that typically have large performance-based classes (band, music, drama, PE) shall only be assigned stable student cohort groups and may hold class in an outdoor space, as long as physical distancing can be maintained, in compliance with state or local public health guidelines, shall offer virtual live instruction.

12.05 Any in-person classroom activity that necessitates an increased behavioral risk (such as singing, playing a brass or woodwind instrument, or close physical contact) shall be prohibited until deemed safe by public health officials without PPE, physical distancing, and cohort sizes. Alternative lessons (such as music theory, music appreciation, string or percussive instruments, physical education with distance requirements, etc.) shall be provided.

13.0

SPECIAL EDUCATION SERVICES STAFF

13.01 Special Education teachers shall provide their services virtually wherever possible in order to limit their total daily contacts and shall limit their daily in-person contacts. Students from various cohorts shall not be mixed, as practicable, for delivery of in-person special education services.

13.02 Special education teachers will not provide services at a child's home.

13.03 Special Education Case Managers shall follow all IDEA timelines and regulations. If required by a change in the IEP Minutes or services, the Case Manager will hold and write amendment IEPs within the first 30 days of school to adjust SAI minutes during the agreed upon In-person, Distance Learning or Hybrid modified schedules to meet the legal regulations outlined in IDEA, as practicable.

13.03.1 The District shall hold all IEPs, 504s, SSTs, remote or in-person, as permitted by Marin County Health Department. A unit member may attend meetings in-person or virtually.

13.04 Remote or in person assessments shall be completed in order to gather the appropriate data to write a legally defensible assessment report, to determine the appropriate area of eligibility, and to make an appropriate offer of FAPE. All special education teachers will be provided with plexiglass shields to complete in-person assessments, as specified in 3.05.

14.0 PUPIL PERSONNEL SERVICES STAFF AND OTHER STAFF NOT ASSIGNED A CLASS ROSTER

14.01 All certificated bargaining unit members not assigned as a classroom teacher and other staff working in these positions (including but not limited to counselors, librarians, speech-language pathologists, English Language Development teachers, teachers on assignment, academic coaches, and nurses) shall maintain all physical distancing, PPE and safety requirements in this MOU.

14.02 Staff described in Section 14.01 shall provide their services virtually wherever possible in order to limit their total daily contacts. Students from various cohorts cannot be mixed for delivery of services.

14.03 Physical distancing and PPE requirements are to be maintained in all workstations and office settings. In order to maintain student confidentiality or privacy, alternative and effective safety devices shall be provided by the District, such as plexiglass barriers or face shields with neck drapes. Time spent in proximity of less than six (6) feet between individuals shall be minimized to the extent possible.

14.04 Each elementary school site shall maintain the current level of counselor staffing and the middle school shall maintain the current one counselor per grade level for the safety and mental health of all students and staff.

15.0 COVID-19 EXPOSURE AND COHORT/SCHOOL SITE CLOSURE

15.01 Staff, administrators, and students who are sick are expected to remain home and shall not be permitted on a District site while sick.

15.02 If a staff member, administrator, student, or household member associated with a stable student cohort tests positive for COVID-19, the District will comply with local health department guidance. During this period of quarantine, students will receive distance learning. The bargaining unit member, if medically able to do so, shall continue to provide instruction to the cohort during distance learning. The unit member shall be notified of the transition to distance learning by 12:00 p.m. the day before distance learning is to begin. If not, the unit member will receive 2.5 hours of hourly pay for preparation.

15.03 If there is a confirmed case of COVID-19 in a cohort, the District will comply with the most recent state and local public health guidelines for confirmed COVID-19 cases and provide updates on quarantine practices. The classroom cohort will be sent home to quarantine for 14 days. If multiple cohorts have cases or more than 5% of the school population tests positive in a 14-day period, the entire school will be sent home to quarantine. If 25% of the schools are closed within a 14 day period, the entire district will close all schools and move to full distance learning. In addition, if a potential outbreak of COVID-19 is suspected by a federal, state, or local public health officer, the District shall close the entire school site or entire District as necessary. In the event that there are changes to state and local public health guidelines, the Parties agree to revise this section accordingly.

15.03.1 In the event of a school or District closure, unit members will be paid 2.5 hours at the hourly rate of \$45 for planning and preparing for distance learning.

15.04 All closed classroom spaces, worksites, rooms, school sites, or other District facilities shall be thoroughly cleaned and disinfected prior to being re-opened for in-person learning.

15.05 The District shall communicate closures and re-opening to bargaining unit members as applicable. Such communication shall be by email or by telephone.

16.0 TRAINING

16.01 Consistent with federal, state, and local public health officer guidelines, all staff shall be trained in the following areas, including but not limited to:

- 16.01.1 Reinforcing the importance of health and safety practices and protocols;
- 16.01.2 Cleaning and disinfecting protocols, cleaning supplies and equipment;
- 16.01.3 Physical distancing requirements, personal protective equipment, and stable classroom cohort protocols;
- 16.01.4 Health screening protocols and procedures;
- 16.01.5 Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;
- 16.01.6 Protocols on responding to individuals with a family member or someone in close contact with a student or staff member who tests positive for COVID-19;
- 16.01.7 Protocols on responding to a student or staff member testing positive for COVID-19; and
- 16.01.8 Any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with.

16.02 For District provided or required distance learning platforms, the District shall provide training for bargaining unit members to engage with students in a virtual setting either as part of in-person learning, distance learning, or a hybrid model.

16.03 The District shall provide as much reasonable advance notice as possible to all bargaining unit members of additional required training hours within the contract year or days not already provided for in the CBA. Any additional training hours shall be paid at unit members' hourly contract rate of \$45 per hour. Any additional full training days added to the certificated contract calendar for professional development shall be paid at the unit members per diem rate.

17.0 ACCOMMODATION

17.01 The Parties acknowledge that the interactive accommodation process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19.

17.02 The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

17.03 The District agrees to initiate in a timely manner the interactive process for employees whose medical doctor designates them as “high risk,” “vulnerable,” or equivalent terminology as related to exposure to COVID-19.

17.04 The District may offer reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:

17.04.1 Providing additional or enhanced PPE;

17.04.2 Placing physical barriers to separate the vulnerable employee from staff, students, or other individuals on campus;

17.04.3 Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;

17.04.4 Moving the employee workstations; and

17.04.5 If available, transferring or reassigning the employee to a distance learning assignment or an assignment with minimal daily contacts with others.

17.05 When no reasonable accommodation can be reached, the District shall provide unpaid leave to bargaining unit members according to Section 7.03.

18.0 ACCESS LIMITATIONS AND ASSOCIATION RIGHTS

18.01 The District shall develop and implement a plan to minimize access to school sites, and limit non-essential visitors, facility use permits, and volunteers.

18.02 Representatives from the Association, including local Association leaders, the California Teachers Association, and the National Education Association, shall be granted access to District worksites.

19.0 GRIEVANCE AND EXPEDITED ARBITRATION

19.01 All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

20.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

20.01 The District and Association agree to meet and confer monthly during the pandemic to discuss textbooks, curricula, educational methods, standards, assessments, with the goal of evaluating the instructional models being used and to improve student learning outcomes.

20.02 The Parties shall meet during a regularly scheduled monthly meeting to provide meaningful input into the "School Site-Specific Protection Plan" before the District submits this to all school staff, parents and community stakeholders, and posts it at all District sites. All "School Site-Specific Protection Plans" shall be provided to the Association President or designee at least one business day prior to being posted at work sites.

20.03 The District shall prepare a "Learning Continuity and Attendance Plan" for the 2020-2021 school year in consultation with and reflecting meaningful input from students, the Association, site staff, and parents. The District shall provide a copy of the "Learning Continuity and Attendance Plan" to Association Presidents in draft format at least one business day prior to posting the plan to the Board of Trustees Agenda.

20.04 The District shall provide all bargaining unit members at a school site with the individual's name, cell phone number, and work email address designated as the single point of contact from each school site or District work location to the Marin County Public Health Department.

20.05 Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety or any impacts and effects related to the COVID-19 pandemic as needed.

21.0 DURATION

21.01 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.

21.02 This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties. Sections 1, 2 and 3 will be in effect for extended school year through July 31, 2021.

22.00 RATIFICATION

22.01 This MOU must be ratified by the Association in order to take effect.

Tentative Agreement

FOR THE ASSOCIATION:

/s/ Linda Brune

Linda Brune

Date 8/5/20

FOR THE DISTRICT:

/s/ Dr. Kimberly Berman

Dr. Kimberly Berman

Date 8/5/20