

**Memorandum of Understanding Between
Portola Valley Teachers Association (PVTA) and
Portola Valley School District (PVSD)**

August 3, 2020

The District and Association enter into this Memorandum of Understanding ("MOU") regarding the District's ongoing response to the coronavirus (COVID-19) pandemic.

PVTA and PVSD recognize the importance of maintaining safe facilities and operations for the benefit of the students, teachers, staff and community served by the District. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with the coronavirus.

The parties also recognize that these unique circumstances require clarifying language in areas not already addressed in the 2019-2022 Master Contract ("Contract") between PVTA and PVSD in order to facilitate instruction and clearly set forth expectations of all parties as they approach the resumption of school for the 2020-2021 school year.

For the purposes of this MOU:

- "Distance Learning" shall be defined as an online delivery model in the event of school closure due to shelter in place based on the replication of the in-person instructional environment and student experience;
- "Virtual Learning" shall be defined as an online delivery model that replaces the in-person instructional environment and student experience for students who opt in to this program ("PV Virtual Academy");
- "Blended Learning" shall be defined as a hybrid delivery model that combines the online and in-person instructional environments and student experiences to be used during transitions between distance learning and in-person instruction.

In furtherance of the foregoing purposes and intent, the parties agree as follows:

Contract in Effect: The parties affirm the continued application and uninterrupted implementation of the Contract except as modified by this MOU.

A. Unit Member Safety

1. Every reasonable effort shall be made to maintain healthful and safe conditions in all common areas, classrooms and workspaces.
2. The District shall adhere to the COVID-19 guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), the California Department of Industrial Relations Division of Occupational Safety and Health ("Cal/OSHA"), SMCOE Pandemic Response Framework, and the San Mateo County Department of Health issued as of July 7, 2020 insofar as such guidance is incorporated into and made a part of the "COVID-19 Industry Guidance: Schools and School-Based Programs" ("Industry Guidance") issued by the Governor, Cal/OSHA

and the California Department of Public Health on July 17, 2020, as well as any other orders issued by these entities during the term of this MOU.

3. The District plan for reopening schools complies with or exceeds the requirements as described above in furtherance of unit member, student and community safety. These measures are incorporated into this MOU as follows: A. Unit members shall be provided with the following essential protective equipment (EPE) and supplies, if requested:
 - a. Clean face coverings;
 - b. access to face shields; and
 - c. smocks.

In addition to the above, new gloves and/or plexiglass partitions may be supplied (subject to availability) upon request following consultation with the appropriate supervisor/administrator.

4. Classrooms and all other workspaces shall be provided with sufficient quantities of soap, water, and/or alcohol-based hand sanitizer of at least 60% strength;
5. Students shall be required to use face coverings during in-person instruction.
6. Handwashing/hand sanitizing supplies shall be checked and restocked as needed to provide sufficient amounts at the beginning of each day;
7. Unit members shall be trained in the use of all essential protective equipment (EPE) provided to them by the District;
8. Classroom HVAC systems shall be configured to allow the systems to function with classroom doors and windows open. Classroom HVAC systems shall be equipped with air filters capable of removing viral particles from the classroom environment according to the Industry Guidance (filter rating of at least MERV13);
9. In consultation with the site administrator, unit members will determine when/how to deliver instruction outdoors (weather and other environmental factors permitting).
10. Shared spaces (staff rooms, staff bathrooms, staff workrooms, etc.) shall be cleaned/disinfected on a routine and regular basis;
11. Consistent with the Industry Guidance, the District shall:
 - a. Conduct staff meetings, professional development training and education, and other activities involving staff with physical distancing measures in place, or virtually, where physical distancing is a challenge.
 - b. Implement procedures for daily symptom monitoring for staff.
12. So long as a COVID-19 environment exists, a unit member may decline to enter a classroom, shared place or work space if they have a reasonable belief based on objective and observable factors that such space has not been disinfected or otherwise been made safe. Unit members shall immediately contact site or District administration in these circumstances so that the questions of adequate cleaning can be resolved. If it is determined that a classroom or other workspace is insufficiently cleaned or disinfected, the unit member shall be afforded an alternative instructional setting that is clean, and/or disinfected;
 - a. Good faith action taken by a unit member in accordance with the above provision shall not constitute "just cause" for discipline under Article 6, section 6.9 of the Contract.

- b. Failure and/or refusal of a unit member to comply with established safety protocols, guidelines and requirements associated with the COVID-19 environment may constitute "just cause" for discipline under Article 6, section 6.9 of the Contract.
 - c. It shall be the responsibility of unit members to immediately report unsafe, hazardous or unsanitary conditions to their site administrator or their designee.
- 13. The Association shall be informed as soon as practicable, as permitted by law, of the location on District property of a known and confirmed "case" related to COVID-19. Consistent with the Industry Guidance, staff and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 should be sent home or sent to an isolation room on-site pending travel home.
- 14. Unit members retain their legal rights under Education Code section 48910 to suspend a student from their classroom for failure or refusal to follow prescribed safety measures if such conduct meets the definition set forth in Education Code section 48900(k)(1) which permits such action if a student: "Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties." Unit members shall immediately contact site or District administration in these circumstances so that any questions regarding student compliance with safety measures can be resolved.
- 15. Unit members will provide developmentally appropriate reminders and warnings about expected behaviors prior to suspending a student for failure to comply with COVID-19 safety protocols and that established District practices on student discipline (e.g. PBIS) continue to be applied.

B. Evaluation

- 1. Article 10 Evaluation shall remain in effect, including any opportunities to impact compensation as prescribed therein. The parties agree that implementation of Article 10 Evaluation Procedures should take into account the COVID-19 environment particularly with regard to the following:
 - a. how safety measures and restrictions impact the manner in which unit members are able to safely deliver instruction and assess students;
 - b. application of the California Standards for the Teaching Profession (CSTP) must be tailored to the classroom environment (physical or virtual) established by the District;
 - c. the choice of focus CSTP areas for the year; and
 - d. the extent to which a unit member's assignment for the 2020-2021 school year is changed at District initiation, e.g. reassignment, transfer, grade level, subject area(s).
 - e. unit members and evaluators shall collaborate on modifications or adjustments to the scope and process for evaluation consistent with the foregoing via initial self-assessment and goal setting activities (10.2.13, sections 1 and 2) as well as throughout the process.

C. Class Size

1. Class Size: Article 9 shall apply to Distance Learning and Virtual Learning Option classes as follows:
 - a. The contractual class size maximum for Core Content Classes for the appropriate grades shall apply to the number of students assigned to each FTE (see E.7 below).
 - b. Section 9.1.3 shall not apply to the Virtual Academy learning option.

D. Hours of Work

1. The length of contractual workday (7:45 a.m. - 3:15 p.m.) and preparation time will remain intact; however instructional schedules may be modified (e.g. minimum days, student start and end times).
2. During Distance Learning mode, unit members shall remain available for direct instruction and/or the monitoring of student activity for the duration of the duty day (7:45 a.m.-3:15 p.m.) regardless of his/her physical location. Such location shall, however, enable unit members to report to District facilities within two hours if needed.
3. During Distance Learning mode, unit members may elect to fulfill their professional obligations from their work sites using Essential Protective Equipment (EPE) and maintaining appropriate physical/social distancing and may also elect to work remotely.
4. Unit members shall not be required to plan for, deliver, or manage any learning programs outside of the contractual workday (7:45 a.m.-3:15 p.m.).
5. Should the District elect to mandate activities or events beyond the contractual workday (e.g. virtual Back to School Night, virtual "field trips," Extra Pay Assignments), compensation as set forth in Article 13 of the Contract shall apply.
6. Unit members shall not be required to assume instructional duties beyond their credentials and/or authorization.
7. The parties acknowledge the probability of isolation of one or more classrooms/cohorts, as per CDPH guidance, during the school year and/or the possibility of a governmental directive to return to shelter in place and a full distance learning model. Unit members understand their obligation to maintain prepared and in place teaching plans so that instruction can continue uninterrupted in the event of such actions.
8. During Distance Learning mode, unit members unable to render services or fulfill their professional obligations shall utilize the appropriate and applicable leave time as described in Article 12 of the PVSD-PVTA Master Contract
9. If for any reason a unit member neither renders services/fulfills professional obligations nor utilizes contractual leave, they shall meet with the District upon request to determine the reasons for this situation and potential consequences for the unit member which could include a directive to the employee to report for work at their site.

E. Distance, Virtual Learning and Blended Learning (as defined above)

1. The parties acknowledge that delivery of instruction in all models must comply with new statutory requirements set forth in Senate Bill 98 (Ed. Code section 43500 et seq.).
2. Unit members shall deliver distance learning through District approved platforms (i.e., SeeSaw, Google Suite and Zoom);
3. Site administrators shall be added as "Teachers" to all Google Classrooms and shall be invited to all scheduled Google Meets via the Meet code provided on the Google Classroom Stream page. Unit members employing SeeSaw shall likewise provide access to site administrators. Site administrators shall have comparable access to virtual meetings through Zoom.
4. Distance learning shall be delivered for, at a minimum, the legally required number of instructional minutes and will include at minimum daily live interaction. Distance learning may include interaction with teachers and peers for instruction, progress monitoring, and maintaining school connectedness. District administration has considered and will continue to consider staff's input when determining the balance of asynchronous and daily synchronous instruction.
 - a. As a result, the District has determined that unit members will provide live, synchronous instruction/distance learning for the duration of any period or block of time designated on District bell schedules as student instructional time.
 - b. Currently this applies to each weekday except Wednesday which, except for live interaction with a designated teacher, is an asynchronous learning day for students, and any individual student or small group interactions the unit member may engage in.
 - c. The parties acknowledge that the exact configuration of daily instructional periods and blocks may change over the course of the year as instructional needs of students become better known.
5. Unit members shall communicate with parents through virtual or phone meetings, or in-person if physical distancing is possible, about student progress upon request of parents or initiated by teachers. During Distance Learning and Virtual Academy modes, in-person communication shall be by mutual consent.
6. Communication from students and families shall be returned by the appropriate unit member within 24 hours or one (1) duty day.
7. The District and Association shall meet and confer over detailed guidance and protocols for unit member delivery of Virtual Learning Academy. This may include configuration of daily/weekly activities, office hours, daily synchronous and asynchronous instruction and student independent work.
8. The District retains the discretion, to the extent permitted by state and local mandates, to open the District with an "in-person" model (e.g, all students, or phased in by grades and/or groups of designated students) with notice sufficient to allow unit members to adjust their instructional plans and approaches from a distance learning model to one suited to a physical instructional space.


F. At-Risk Accommodations (Remote Instructional Duties)

1. District administration will invite unit members who request accommodations to participate in an interactive process to discuss requests for accommodations by submitting a Request for Reasonable Accommodation Form and providing a Health Care Provider Certification Form, as well as explain the District's needs and expectations for employees being able to return to work with our students;
2. District administration will use the following criteria together with District needs and employee credentials. Top priority will be given to employees with a disability (such as an underlying health condition), followed next by employees who are age 65 or older, then employees with a high risk household member, then employees with childcare challenges, and finally employees who are uncomfortable returning to work.
3. The District shall provide all unit members working from home or settings with a computer to deliver distance learning and shall cover the costs of District-approved software, programs, and online applications;
4. Unit members working from home shall receive professional development on the use of any newly introduced, District-adopted technology prior to the mandated implementation and employment of that technology;
5. Unit members working from home shall not be required to obtain training related to distance learning outside of the contractual duty day; The District shall provide unit members working from home access to District-provided technical support via virtual tools or in-person tech support, if required. This may include access to technical support personnel, helplines, and other technical support from District vendors and/or staff;
6. Unit members shall not be required to assume instructional duties beyond their credentials and/or authorizations;
7. Unit members working from home shall not be required to provide personal cell phone numbers or personal email addresses in communications with parents or students. Unit members may utilize district/school phones and classroom setting to communicate with parents and students. All information submitted in support of a request for a remote assignment shall be considered confidential and shall not be revealed to or shared with any individual or agency (except as may be required by law) other than the Association and then only for the purpose of resolving any dispute arising between the unit member and the District;

The parties acknowledge that additional subjects may arise as events unfold and governmental entities issue more guidance, including the safety of students and staff as schools reopen. The District will continue to follow the Guidance of the CDC, CDHP, CalOSHA, and the San Mateo County Health Department and other governmental entities related to pandemic health and safety matters.

The District and the Association are jointly committed to maintaining open lines of communication to facilitate prompt discussion and resolution of issues (including during days of school recess as necessary) that may arise as schools reopen for the 2020-2021 school year to best serve the purposes and intent first stated above.

This MOU shall expire upon a determination by county health officials or other such empowered governmental agencies regarding the safe and full resumption of traditional classroom instruction or on June 30, 2021.


_____ 4 August 2020

John Davenport Date
President
Portola Valley Teachers Association

 8/5/2020

Roberta Zarea Date
Superintendent
Portola Valley School District

John Davenport
President
Portola Valley Teachers Association

Date

Roberta Zarea
Superintendent
Portola Valley School District

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