

**MEMORANDUM OF UNDERSTANDING BETWEEN FREMONT UNION HIGH SCHOOL  
DISTRICT AND FREMONT EDUCATION ASSOCIATION School Closure Related to  
Coronavirus-19/COVID-19  
August 12, 2020**

The Fremont Union High School District ("District") and Fremont Education Association ("Association") enter this Memorandum of Understanding ("MOU") regarding the opening of schools as related to COVID-19. The Parties recognize that due to the State's Directives, the District will start the 2020-21 school year in full remote learning promoting robust educational opportunities for our students and preventing the spread of illness arising from the coronavirus during the 2020-21 school year.

1. **On Duty – Working Remotely:** Bargaining unit employees begin the 2020-21 school year working remotely during COVID-19-pandemic.
  - a. The District and FEA will meet regularly to review California Department of Public Health, Santa Clara County Department Public Health, CalOSHA, guidelines/requirements in attempting to determine-safest and best educational practices as we determine stages in returning to normal in-person school.
    - i. Possible example of stages: Full Remote Learning, Full Remote Learning with Staff on campuses, Remote Learning with Small Focused Groups, Part-Time Learning with smaller cohorts of students, and Full In-Person Learning.
    - ii. The District and FEA will meet at least once every five weeks to review circumstances and guidelines.
  
2. **Professional duties:** Bargaining unit employees working remotely shall perform professional duties relating to their assignment remotely.
  - a. **Synchronous** - Teachers will start every class synchronously with a uniform format to take attendance, for interactive review of class expectations, and for the final 10 minutes. AB 77 defines remote (distance) learning as "online interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology" (section 43500). For example, but not limited to:
    - i. 30 minutes of classroom check in – take attendance, review content and the day's activity.
    - ii. 50 minutes of synchronous class activities. Group work, project, discussions, content research, content practice, etc. This aspect can be done in breakout rooms (Zoom), individually, in a Zoom meeting, chat room, etc.
    - iii. 10 minutes of video classroom, review classwork, attendance check, exit ticket, etc.
  - b. **Non-Synchronous** activities (like homework) will be determined by the individual teachers.
  - c. **Attendance:** Teachers will provide attendance and checkout procedures at the beginning of classes and check out procedures at the end of each scheduled period. Common and consistent attendance procedures are important for student success and understanding. In addition, common procedures allow staff to identify students who are struggling with access to curriculum, so that interventions can be implemented.
  - d. **Office Hours:** Bargaining Unit Employees will be available to students during designated office hours or tutorial per the distance learning schedule. *Understanding that remote learning may make these times difficult for some members and students, with consultation with administration members will post alternative times or set up an appointment system with their students.*

- e. **Collaboration:** Teachers are scheduled 3 hours and 45 minutes weekly of collaborative time with their PLC colleagues, where teams will determine the essential standards and outcomes of their students in distance learning. Special schedules may impact this time e.g. 4-day weeks.
- f. **Advisory:** In keeping with state daily live interaction guidelines around synchronous instruction, members will be assigned a Wednesday Advisory period where attendance will be taken..

During these Wednesday Advisory periods, unit members will:

- i. Assigned students connected to one of their regular class periods to the greatest extent possible.
  - ii. Deliver a district created activity to promote student student wellness or resource trainings.
    - 1. Topics may include, but are not limited to, anti-bias/anti-racism of our students, anti-harassment, appropriate interactions with students/staff, how to ask for help and sources of assistance, guidance developed lessons, college planning, mindfulness activities, goal-setting, team-building activities, read/discussing articles/stories/current events, response and discussion of an assembly, schoology practice, school surveys, or mandated emergency procedures.
  - iii. It is recognized that some of the topics surrounding social emotional learning, anti-bias/anti-racism and equity can be unfamiliar and challenging for staff to teach. Initial lessons will be foundational in nature as staff is trained and given instructional support shall be provided in order to boost the competency and comfort Note: this is *not* intended to be an opt out clause. We are aware that race issues, gender issues, sexuality issues are not necessarily comfortable issues for many of us to raise, that does not make it okay to refuse to engage in them in perpetuity.
  - iv. The parties agree to continually revisit Advisories as the semester progresses, in accordance with section 18 below.
- g. Wednesday Student Activity Period/Tutorial: This period of time does not require synchronous time between bargaining unit employees and students. Rather, it is an opportunity for students to schedule extra-curricular activities, such as club meetings, and other student-driven endeavors that would otherwise be relegated to lunch or after-school. Additionally, it can serve as a time when teachers make appointments with students to assist them with their learning. IEP's, Department Lead meetings, SAT team meetings etc. may also be scheduled here. Bargaining unit members who are not engaged with the students or other meetings will treat this time as ERAP.

- 3. **Communication:** Students will be afforded multiple opportunities per week of instruction to connect with bargaining unit employee platforms; via video conference platform, online chat platforms, school assigned email, Schoology, or other teacher preferred distance planforms. If communication is needed by phone, it is recommended that bargaining unit employees utilize [\*67] to block their personal phone numbers or utilize the Remind messaging or phone call system.
- 4. **Compensation and Benefits:** The following shall govern the compensation of bargaining unit employees during the emergency school closure:
  - a. Bargaining unit employee's compensation and benefits shall not be reduced during remote learning. Stipends shall be paid for duties performed.
  - b. Bargaining unit employees who need to take a leave of absence during the emergency school closure will have access to leave rights set out in the parties' CBA as well as the pursuant to the terms of the Families First Coronavirus Response Act.

- c. With the delay and/or cancellation of extracurricular activities, bargaining unit members will be paid/compensated according to the CBA only if they are implementing alternative conditioning, team activities, separate from remote class time activities, and during the time of the season. All programs must follow the guidelines of the Santa Clara County Public Health, and are on a voluntary basis.
  - d. Working remotely does not affect a bargaining unit employee's status as a District employee and employees who complete 75% of the school year are considered to have earned a year of service.
5. **Remote Learning:** The Parties recognize that the constraints of teaching remotely during this public health crisis require that distance learning allow for flexibility for teachers to plan and provide instruction, resources, and support as appropriate for students as much as possible. If bargaining unit employees wish to provide physical materials to students to support remote learning, the District shall make a good faith effort to provide the means for delivery of materials to the student. Department Leads, Team Leads will support the collection of the lists of materials that District will make a good faith effort to deliver.
- a. Remote learning will be accomplished within the below remote learning schedule:

<b>Monday/Thursday</b>			
<b>Period</b>	<b>Start</b>	<b>End</b>	<b>Minutes</b>
<b>1</b>	<b>8:00</b>	<b>9:30</b>	<b>90</b>
<b>2</b>	<b>9:45</b>	<b>11:15</b>	<b>90</b>
<b>Lunch</b>	<b>11:15</b>	<b>12:15</b>	<b>60</b>
<b>3</b>	<b>12:15</b>	<b>1:45</b>	<b>90</b>
<b>7</b>	<b>2:00</b>	<b>3:30</b>	<b>90</b>

<b>Tuesday/Friday</b>			
<b>Period</b>	<b>Start</b>	<b>End</b>	<b>Minutes</b>
<b>Collaboration</b>	<b>7:50</b>	<b>8:50</b>	<b>60</b>
<b>4</b>	<b>9:00</b>	<b>10:30</b>	<b>90</b>
<b>5</b>	<b>10:45</b>	<b>12:15</b>	<b>90</b>
<b>Lunch</b>	<b>12:15</b>	<b>1:15</b>	<b>60</b>
<b>Office Hours</b>	<b>1:15</b>	<b>2:00</b>	<b>45</b>
<b>6</b>	<b>2:00</b>	<b>3:30</b>	<b>90</b>

<b>Staff Wednesdays</b>			
<b>Period</b>	<b>Start</b>	<b>End</b>	<b>Minutes</b>
<b>Staff Meeting/ ERAP</b>	<b>8:00</b>	<b>8:45</b>	<b>45</b>
<b>Advisory</b>	<b>9:00</b>	<b>10:00</b>	<b>60</b>
<b>Collaboration</b>	<b>10:15</b>	<b>12:00</b>	<b>105</b>
<b>Lunch</b>	<b>12:00</b>	<b>1:00</b>	<b>60</b>
<b>Office Hours</b>	<b>1:00</b>	<b>1:45</b>	<b>45</b>
<b>Break</b>	<b>1:45</b>	<b>2:00</b>	<b>45</b>
<b>Student Activity Period/ Tutorial</b>	<b>2:00</b>	<b>3:30</b>	<b>90</b>

- b. The bell schedules are being proposed for the entire 2020-21 school year, with one exception:
  - i. If The District returns to any type of in person learning during this school year, lunches would need to be moved to later in the day to accommodate the cafeteria workers ability to prepare two meals a day (brunch and lunch).
- c. August 12 -19th schedule:



8/10/20 (Monday)	8/11/20 (Tuesday)	8/12/20 (Wednesday)	8/13/20 (Thursday)	8/14/20 (Friday)
		<p><b>8 to 8:30am</b> Brief Introduction and Welcome from Admin</p> <p><b>8:30am to 3pm:</b> Return to work, begin collaboration, room prep, and/or trainings</p>	<p><b>8am to 3pm:</b> Continue collaboration, room prep, and/or trainings</p>	<p><b>8am to 3pm:</b> Staff meetings and professional development (PD)**</p>
8/17/20 (Monday)	8/18/20 (Tuesday)	8/19/20 (Wednesday)	8/20/20 (Thursday)	8/21/20 (Friday)
<p><b>9 - 10:00 am:</b> Meet with Advisory class for overview of first week and assign two modules (30 minutes)</p> <p><b>10am to 3pm:</b> Rest of day in staff meetings or PD**</p>	<p><b>9 - 10:00 am:</b> Meet again with Advisory class to answer questions and assign next two modules (30 minutes)</p> <p><b>10am to 3pm:</b> Rest of day in staff meetings or PD**</p>	<p>All 7 periods meet for initial introduction of course:</p> <p>8:00 - 8:30: 1st Per. 8:40 - 9:10: 2nd Per. 9:20 - 9:50: 3rd Per. <b>9:50 - 10:10: BREAK</b> 10:10 - 10:40: 4th Per. 10:50 - 11:20: 5th Per. 11:30 - 12:00: 6th Per. 12:10 - 12:40: 7th Per. <b>12:40 - 1:40: LUNCH</b> 1:45 - 3:30: Initial interventions on students who did not check in yet</p>	<p>Instruction begins for periods 1, 2, 3, and 7:</p> <p>8:00 - 9:30: 1st Per. 9:45 - 11:15: 2nd Per. <b>11:15 - 12:15: LUNCH</b> 12:15 - 1:45: 3rd Per. 2:00 - 3:30: 7th Per.</p>	<p>Instruction for periods 4, 5, and 6:</p> <p>7:50 - 8:50: Collaboration 9:00 - 10:30: 4th Per. 10:45 - 12:15: 5th Per. <b>12:15 - 1:15: LUNCH</b> 1:15 - 2:00: Office Hours 2:00 - 3:30: 6th Per.</p>

- d. In the event that a holiday creates a 4-day work week, the week's schedule will be adjusted to remove the Wednesday schedule that week to allow for maximum amounts of instructional time.
- e. In the event that a bargaining unit employee needs a sub on a day by day basis, the district and FEA will negotiate protocols that allow for student attendance and an asynchronous lesson will be given to the students. Alternative levels of compensation for the bargaining unit employee acting as a substitute and use of sick/personal time will be determined in these negotiations.
- f. No bargaining unit employee will be required to be present on school campuses during remote learning, although members can voluntarily run their remote learning classrooms from their own campus classroom. Safety protocols will be in place in making sure these voluntary work spaces are sanitized and kept safe. In order to facilitate these safety protocols, Bargaining unit employees who choose to work from their classroom/office worksite shall follow procedures determined and articulated by the Administration.

- g. Bargaining unit employees, who voluntarily choose to physically meet with one another (collaborate) on campus shall inform the administration of their intent to assure that proper safety protocols are implemented and communicated to these members.
- h. All unit members shall have access to the requisite computer equipment and Wi-Fi in their school building. While Members choose to work from home shall receive a computer from the district, the employee shall bear the responsibility to have adequate Wi-Fi bandwidth for synchronous instruction.
- i. During the remote learning period, teachers will be available during their scheduled 90 minute class periods, 60 minutes Advisory, and 135 minutes office hours to provide remote learning activities and/or assignments, through their chosen mode of communication. Teachers will have the ability to schedule alternative times for office hours to accommodate the needs of their students and/or their personal circumstance, but hours must be posted in the course Syllabus, on Schoology, and proposed to site administration.
- j. Teachers will provide access to their course syllabus, gradebook, and assignments that determine the grade in Schoology.

6. **Accommodations and Modifications:** Teachers will follow CDE guidelines for providing accommodations to students with IEPs and 504s during the pandemic.

7. **Additional Letters of Recommendation**

Due to the COVID emergency remote learning situation and receipt of Credit/No Credit for the spring semester, student achievements might best be illustrated in Recommendation Letters from teachers as these students may not have standardized test scores or extracurriculars that would have otherwise distinguished them in their college applications. Given the expected increase in demand for Letters or Recommendation, the District proposed the following compensation protocol for this year only, as it's an exceptional, emergency-learning situation. Perhaps most importantly, we have asked Juniors to request the letters by May 15, so that teachers have several months to complete the letters prior to the start of the 2020-2021 school year. Although, even with the early request date, there may still be students needing letters in the Fall, so requests can still be accepted by teachers. It is requested that teachers don't put a cap on the number of letters; the below stipend compensation will be implemented to compensate for the potential of increased request. To accommodate any additional letters written in the Fall, due to the expectation of availability to the students during scheduled class times and remote learning planning, teachers will continue with the structure below through November 30th.

Non-teaching members will be allotted time in the regular workday to complete any additional letters during this time.

# of student letters:

- 0-12: This first set of letters are not entitled to additional compensation
- 13-25: \$500 stipend
- 26-40: \$1000 stipend
- 41-55: \$1500 stipend
- 56-70: \$2000 stipend

8. **Students with Special Needs:** The parties agree to meet regularly to address implementing guidance from the California Department of Education as well as the Federal Department of Education in order to provide equitable and appropriate education for our students with special needs. Special education teachers will work collaboratively with core content teachers to accommodate, and/or adapt lessons to meet the needs of students' IEPs in a digital learning environment and ensure that lessons and activities are appropriate as documented in the students' IEPs.
  - a. Special education teachers of students with moderate to severe disabilities will provide continuity of learning through a variety of remote learning resources and instruction as appropriate so that special education students have access to the same learning opportunities as other students.
  - b. Special education case managers shall communicate the remote learning plan for their students to parents.
  - c. Related Service Providers (Speech Therapists, Adapted PE, Nurses, Social Workers, etc.), will prepare distance learning activities, provide tele-therapy or health-related supports that can be completed at home as appropriate. As time allows and where appropriate, they may do advance planning for when schools are reopened (e.g., inventories, record updating, etc.).
  - d. Should compensatory services be required upon the reopening of schools, and bargaining unit employees are required to provide those compensatory services, the bargaining unit employees will be compensated hourly for additional hours beyond their regular working hours, or at their per diem rate if they work a full day outside of the bargaining unit employee calendar.
9. **IEPs:** Digital options to meet and collaborate on a student's Individualized Education Program (IEP) will be implemented during the closure due to COVID-19. No IEP meetings will be held in-person until the State/County/District have been cleared for reopening for such meetings.
10. **Meetings:** Regular staff meetings protocol will be followed as stated in the contract, although administration reserves the right to call an emergency staff meeting to address any changes related to school procedures related to the COVID-19 protocol. A good faith effort should be made to use the Wednesday morning time. Staff will not be required to gather in person for a staff meeting.
11. **Evaluations:** Formal evaluations will be postponed for permanent bargaining unit employees, until further notice as teachers adjust to remote learning environments. As current contract states, administrators reserve the right to observe online courses to offer constructive feedback, although these observations will not be part of a teacher's evaluation. Probationary one and two bargaining unit employees will need to be part of the regular CBA evaluation protocol, unless state legislation allows for extension of probationary status. Should such extension be granted, the parties shall negotiate effects.
12. **Professional Development:** Bargaining Unit Employees will be provided with training and/or support on Schoology, Zoom, or any learning platform recommended by the District. In the event special circumstances prevent an employee from attending an online training, the employee shall make special arrangements with their site principal or supervisor.

13. **Reopening of Schools:** Upon the State/County/District determining schools are safe to open, the District shall provide at least three working days notice to all bargaining unit employees to prepare for the return to the classroom with students. The District shall ensure that all school sites are adequately sanitized before bargaining unit employees return and will ensure all sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closets) are functioning with running water and kept stocked with soap and paper towels. Recognizing the limited supply of certain items, the District will place hand sanitizer in every classroom, bathroom, workroom, workstation (for those bargaining unit employees who do not have a traditional classroom), office, cafeteria, and outdoor area. The District will make all good faith efforts to follow the guidelines issued by the State of California, Santa Clara County, CalOSHA, and CDC with respect to its NO response to the COVID-19 pandemic, including the implementation of a safe workplace by providing PPE, regular screenings and testing, safety protocol for operations, enforcement protocol, and COVID-19 information for all employees and students.
14. **Activities:** The parties agree to suspend Article 5 section IX subsection A “Co-Curricular Duties” until such Co-Curricular opportunities for students resume. At that time, parties will engage in good-faith negotiations to ensure adequate supervision through a fair and transparent procedure.
15. A. In the event bargaining unit employees are exposed to COVID-19 or are diagnosed as having COVID-19, such bargaining unit employees will be able to utilize such leaves – in accordance with the eligibility requirements – as are set out in the collective bargaining agreement between the District and CSEA and/or under the Families First Coronavirus Response Act (FFCRA). Similarly, those employees with medical proof of susceptibility to COVID-19 or who may be caring for individuals with COVID-19 may be eligible for emergency paid leave through the Emergency Paid Sick Leave Law (EPSL) and should work with the Human Resources Department to determine their leave eligibility.
- B. If an employee is taking a leave under the FFCRA (whether it is for Emergency Paid Sick Leave or Emergency Family and Medical Leave), the employee may elect - by notifying the District - to stack/top off the amount of pay they receive under such laws by using their accrued paid sick time (but not Extended Sick Leave) to receive up to 100% of their normal regular pay.
- C. In the event a bargaining unit employee is unable to return to in-person work because they are at high risk for COVID-19 as defined by Santa Clara County Public Health Department, the State of California’s Public Health Department, and CDC, the Human Resources Department will engage with the employee to discuss potential options, which may include, if applicable engaging in an interactive dialogue that explores various options to allow the bargaining unit employee to continue to work, including working remotely, and potential leave options, including under the FFCRA and/or FMLA/CFRA.
16. The parties agree to immediately reinstate negotiations over the provisions in this MOU if the State of California, Santa Clara County, CalOSHA, and or CDC modifies any requirements for



schools in response to COVID-19. To the extent that the state of California or Santa Clara County Public Health Department requirements that are directly applicable to school districts conflict with any of the above provisions, the District will comply with those requirements and the affected provisions will be rendered void as of the date the applicable order goes into effect. Effects on bargaining unit employees shall be negotiated.

17. The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU as necessary.

18. The parties agree that this MOU does not create a precedent or past practice.

This MOU shall expire on December 31, 2020 or at such time as the emergency school closure is terminated, but may be extended by mutual written agreement.

The undersigned represent that they are authorized to execute this MOU

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Jason Heskett, Fremont Education Association President

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Polly Bove, FUHSD Superintendent