

**MEMORANDUM OF UNDERSTANDING
FALL 2020 - CORONAVIRUS RESPONSE**

The Los Gatos Saratoga Union High School District (“District”) and the Los Gatos Saratoga Union High School District Teachers Association (DTA) enter into this Memorandum of Understanding (“MOU”) Regarding School Reopenings and Operations related to COVID-19.

The Parties recognize the need to reopen schools in the distance learning model due to the State of California and local government official’s requirements, and guidelines regarding the mitigation measures needed to safely reopen schools and resume operations.

The Parties also recognize the need to meet and plan for each phase of implementation to address conditions.

Phase 1: Reopen on August 13th with robust distance learning for all students.

Phase 2: As conditions permit, bring targeted students back for support and/or SEL activities.

Phase 3: As conditions permit, bring all students back in-person in a part-time/blended model.

Phase 4: As conditions permit, bring all students back in-person in a full-time modified or normal schedule.

The purpose of this MOU is to address the Phase 1 implementation.

1. **Location:** Unit members shall work remotely from home or from their classrooms onsite during Phase 1.
2. **Compensation:** Unit members’ compensation and benefits shall not be reduced as a result of the school closure for the full duration. If a bargaining unit member is ill and unable to complete their work responsibilities, the member will use their sick leave. During the COVID-19 outbreak, all leave provisions in the Mutual Agreement of Trust shall remain in effect. Additionally, between April 1 and December 31, 2020, unit members shall be eligible for leaves pursuant to the Federal Families First Coronavirus Response Act (FFCRA). See attached: https://www.dol.gov/sites/dolgov/files/WHD/posters/FFCRA_Poster_WH1422_Non-Federal.pdf The parties agree continue to meet and confer regarding the implementation of FFCRA for affected employees including the consideration of the impact to public employee retirement.
3. **Accessibility:** Unit members will complete their distance learning responsibilities and continue to be accessible to students, parents and administrators during the hours

defined in the Mutual Agreement of Trust (8:15 a.m. to 3:45 p.m.), including but not limited to Article VII, "Professional Responsibilities and Hours."

4. **Coursework:** The coursework provided to students shall have the intention of promoting continuity of learning while accommodating for the unique challenges faced by students in a remote learning model.
5. **Expectations for Synchronous/Live Interaction:** Students and teachers will interact synchronously (live) for a minimum of 50% of each class period. In order to create a consistent and predictable schedule and structure for our students and staff, this live instruction will begin at the scheduled start time for each class meeting.

Consistent with SB 98, special education teachers and related service providers shall be live and available for each 75 minutes (37.5 minutes synchronous/live interaction) period on M/T/TH/F to implement Distance Learning Plans, which are driven by services and supports previously agreed to in student IEPs.

Synchronous/Live Interaction (ED 43503) is defined as two-way communication between a certificated employee and student each instructional day, at the actual time of occurrence. Daily live interaction is required for every student with both a certificated employee and their student peers.

Examples of synchronous/live interaction include, but are not limited to:

- Real-time discussions
 - Collaborative projects and assignments
 - Direct instruction
 - Simulations
 - Formative and summative assessments
 - Presentations/virtual guest speakers
 - Virtual labs
 - Break-out rooms/small group discussions
 - Performance tasks
 - Utilization of media/tech tools
 - Interactive games/competitions
 - Guided instruction: "I do" "We do" "You do"
 - De-briefing new material
 - Q&A
 - Flipped teaching/check for understanding
 - Review of past content
 - Overview of learning objectives
6. **Office Hours** - Teachers will have dedicated time for 1:1 or small group meetings with students, send and respond to student emails, reach out to students and parents, and

make phone calls as needed. This time is intended to support students in a manner similar to how a teacher would support students as they work independently during an in-person class or during a tutorial time—Students can make an appointment with their teacher during office hours as posted on the bell schedule.

7. **Advisory Period-** *Education Code* Section 43503 requires that distance learning include “daily live interaction.” While on Wednesdays students are to work primarily asynchronously, there will be a short (30 minute) live advisory period which all students are required to attend in order to meet the requirement for daily live interaction. School wide lessons will be planned and presented by administration, non-classroom certificated staff or other non-certificated staff. Teachers may choose to prepare and lead a school wide lesson. The parties agree to meet and confer as needed on the accountability of the advisory period. Students will be required to attend their 3rd period class for the beginning of the school year, and then transition to the school wide lesson/presentation for that day. The period assignment for advisory will be rotated based on the 6 week grading periods: 1st 6 weeks - period 3; 2nd 6 weeks- period 4; 3rd 6 weeks- period 5; 4th 6 weeks - period 6; 5th 6 weeks- period 1; 6th 6 weeks- period 2

8. **Chaperone Duties-** Due to health concerns at this time chaperone duties are temporarily suspended.

9. **Grading:** Unit members will be responsible for continuing to assign student grades according to current practice and policy (subject to the constraints and limitations presented by school closure). Teachers will allow students with special circumstances, including but not limited to IEPs and 504 plans, to catch up and turn in late work without penalty.

10. **Learning Management:** Unit members will post their lessons either daily by 8:00 a.m., or if they are posting weekly, a half hour before their first class on Monday to CANVAS, the district provided Learning Management System (LMS).

11. **Professional Duties:** All unit members will perform the following professional duties in an online setting:
 - a. Plan and post weekly calendar of events, assignments, and due dates in Canvas
 - b. Facilitate synchronous /live interaction for a minimum of 50% of each class period.
 - c. Monitor student progress on coursework
 - d. Assess student learning
 - e. Grade and provide feedback on student work
 - f. Regularly update graded assignments in online Canvas gradebook
 - g. Teachers will be available to instruct and support students during the regular school day and will have designated office hours. Teachers may schedule 1:1 or small group meetings with students, to send and respond to student emails, to

reach out to students and parents, and to make phone calls as needed. This time is intended to support students in a manner similar to how a teacher would support students as they work independently during an in-person class or during a tutorial time. This is not class time for students and teachers are not expected to be available to students outside of regular school hours.

12. **Evaluations:** All teachers will complete annual goals/annual goal self-reflections for the 2020-21 school year. Prob/Temp teachers will be evaluated per usual procedures outlined in the MAT. Permanent teachers will participate in alternative and interim evaluation procedures. A DTA-District workgroup will meet to finalize procedures for alternative and interim evaluations by September 15, 2020. Formal and informal support plans will be continued as needed. The District maintains its rights as provided in the Mutual Agreement of Trust to place teachers on special evaluations and provide formal/support plans during school closure.
13. **Professional Development:** District will continue to provide professional development and support will be available to the extent possible to support teachers through the duration of school closure.
14. **Meeting Calendar:** The Parties worked together to develop a tentative meeting schedule utilizing the Wednesday asynchronous times. This schedule should not be considered as past practice with respect to after school meetings.
15. **Absence Reporting/Substitutes:** Teachers are expected to enter all absences into the district's absence management system, Frontline. For day to day absences and short term absences teachers are expected to provide lesson plans that include a plan for synchronous/live interaction. Teachers who sub for their colleagues will be paid at the usual rate per the MAT (\$133.08). Substitute teachers will be expected to take attendance, log into the live class link, and follow the synchronous/live interaction lesson plan provided by the teacher per the lesson plan or for a minimum of 50% of the class period.
16. **Observations by Administrators:** Observations and quick visits are for the purpose of visiting live class sessions and Canvas pages to provide support, learn from student and teacher experience, and be present and visible in the remote learning model. Teachers may invite administrators to participate or interact with their class. However similar to traditional class visits, administrators should avoid interruption and provide feedback as needed to teachers after the class session except to announce their arrival. Arrival announcements should be made using the chat features in Google or Zoom or verbally.
17. **Indemnification:** The District and the DTA acknowledge and agree that the Distance Learning model being implemented as a result of the COVID-19 pandemic involves a new way of teaching, learning and uses of online platforms. Accordingly, good faith performance of the duties and obligations set forth in this MOU and as directed are

considered to be within the course and scope of unit members' regular duties such that the unit members are not individually liable and will be held harmless and indemnified by the District for any legal challenges arising from such performance in accordance with Government Code section 825 et seq.

18. **Complaints:** As Distance Learning is a new way of teaching and learning, the District agrees to take the challenges associated with delivering instruction online into meaningful consideration when considering the appropriate response, should the District receive a report and/or allegation of student or employee misconduct.
19. **Communication:** The parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, and the District community as events continue to unfold during the coronavirus outbreak.
20. **Considerations:** The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.
21. **Negotiations:** This MOU resolves the negotiable effects of reopening school due to the coronavirus (COVID-19). The District and/or Association reserve the right to negotiate over any additional effects and/or additional changes in the 2020-21 school year. Prior to implementing Phase 2 the parties agree to meet no later than 2 weeks prior.
22. **Advisory Committee:** The parties agree that a member of the DTA negotiations team (or designee) will continue to participate on the district's F2C advisory committee. This MOU shall expire in full without precedent on June 30, 2021, or at the conclusion of the District/school closures due to coronavirus crisis, whichever occurs first, unless extended by mutual written agreement.
23. **Safety:** The district will implement protocols as required to ensure safety and will communicate these protocols to staff. Adjustments (as permitted) will be made based on feedback. (See FOCUS-ILC Newsletter for updates.)
24. **Check Ins:** The parties agree to meet regularly to check in on the status of remote learning/instruction.

Marcy Cooper

August 13, 2020

(DTA Negotiations Lead Signature)

(Date)

Carrie Bosco

August 13, 2020

(LGSUHSD Administrator Signature)

(Date)

