

MEMORANDUM OF UNDERSTANDING BETWEEN
HILLSBOROUGH CITY SCHOOL DISTRICT AND
HILLSBOROUGH TEACHERS ASSOCIATION

OPENING THE 2020-2021 SCHOOL YEAR
IN A DISTANCE LEARNING ENVIRONMENT

In preparation for the 2020-2021 school year, the parties recognize the need to address the District's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the orders of San Mateo County Department of Public Health officials to prevent illness and contain the spread of the virus. It is the intent of the District and Association to offer in-person instruction to the greatest extent possible.

Safety

1. Every reasonable effort shall be made to maintain healthful and safe conditions in 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"), California Department of Education ("CDE"), the California Department of Industrial Relations Division of Occupational Safety and Health ("Cal/OSHA"), SMCOE Pandemic Recovery 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 (updated August 3, 2020), as well as any other orders issued by these entities during the term of this Memorandum of Understanding ("MOU").
3. The District plan for reopening schools complies with or exceeds the requirements as described above in furtherance of unit members', students' and community safety. These measures are incorporated into this MOU as follows: Unit members shall be provided with the following essential protective equipment (EPE) and supplies, if requested:
 - a. Face coverings;
 - b. Access to face shields;
 - c. 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;
 - d. Shared spaces (staff rooms, designated bathrooms, staff workrooms, etc.) used by unit members shall be cleaned/disinfected at least twice per day during school hours according to a regular schedule; and
 - e. There shall be a system in place for unit members to inform the site administrator when they are on campus to facilitate effective cleaning of the classrooms and spaces actually used on a given day.
4. In consultation with site administrators, unit members will determine when/how to deliver instruction outdoors (weather and other environmental factors permitting).
5. The District shall;
 - a. Conduct staff meetings, professional development training and education, and other activities involving staff:
 - i. with physical distancing measures in place; or
 - ii. virtually at the option of the unit member; or
 - iii. virtually where physical distancing is a challenge.

- b. Implement procedures for daily symptom monitoring for staff.
6. 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.

Academic Calendar

1. The calendar shall be modified to provide all unit members three (3) professional development days to prepare for the return of instructing students. Previously scheduled professional development days on September 8, 2020, October 12, 2020, and March 11, 2021 shall be moved (and converted to student attendance/teacher work days) to the beginning of the year, resulting in three professional development days on August 17, 18 and 19.
2. The District will give reasonable advance notice to the Association should it decide to convert a student attendance day to an additional professional development day during the 2020-2021 school year in accordance with Education Code 48980 (at least one month notice to parents and guardians).

Evaluations

During the term of this MOU, all unit members will be evaluated consistent with the process outlined in the HCS D Teacher Evaluation Handbook. The parties agree that implementation of the evaluation process should take into account the COVID-19 environment particularly with regard to the following:

1. How safety measures and restrictions impact the manner in which unit members are able to safely deliver instruction and assess students;
2. Application of the California Standards for the Teaching Profession (CSTP) must be tailored to the classroom environment (physical or virtual) established by the District; and
3. The choice of focus CSTP areas for the year.

Distance and Virtual Learning

1. The parties acknowledge the probability of isolation of one or more classroom/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.
2. 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.)
3. Distance learning shall be delivered for, at a minimum, the legally required number of instructional minutes and will include at minimum daily live interaction. District administration will consider staff's input in determining the balance of asynchronous and synchronous instruction. Distance learning may include interactions with teachers and peers for instruction, progress monitoring, and maintaining school connectedness.
4. Unit members have the option of working remotely or from their classroom/school site while the District is in full distance learning mode. Unit members electing to work from their classroom shall comply with all safety protocols as referenced in the Industry Guidance (Item #2 under Safety)

5. Unit members shall deliver distance learning through District approved platforms (i.e. Clever, Google G Suite for Education, Zoom, and SeeSaw). Teachers may also utilize other District-approved applications as they would in their classrooms. The District will provide unit members with a list of approved applications. The District will notify unit members of any change of status for a particular app or platform.
6. The parties acknowledge that the decision to open schools is exclusively within the legal purview, authority and discretion of the Governing Board, subject to local and state intervening agencies. Staff will be given at least five work days' notice to effectively prepare should a change in circumstances result in instructional model changes involving in person instruction. The District understands that it is important to provide as much notice as is practicable under the circumstances.
7. The District shall consider, on a case by case basis, requests to assist unit members experiencing internet connectivity issues required for distance learning.

Collaboration, Preparation and Planning

1. The student instructional day shall be as follows:
 - a. Kindergarten students will receive instruction from 8:30 a.m. to 12:00 p.m.
 - b. 1st - 2nd grade students will receive instruction from 8:30 a.m. to 1:15 p.m.
 - c. 3rd - 5th grade students will receive instruction from 8:30 a.m. to 1:30 p.m.
 - d. 6th - 8th grade students will receive instruction from 8:30 a.m. to 1:45 p.m.
2. There will be a minimum of 240 minutes per week for teacher-directed planning and collaboration.
3. Special education-related meetings, 504s, CSTs, and IEPs shall continue to be held according to established practice. Generally, this means before or after the student instructional day and sometimes during the time described in #2 directly above.
4. The parties affirm that Article 8 (Assignment and Transfer) of the collective bargaining agreement ("CBA") regarding pay and/or release time in recognition of additional preparation and planning as a consequence of reassignment or transfer shall apply to such actions for the 2020-2021 school year in the manner and for the individuals reviewed and agreed upon by District and Association.
 - a. Unit members affected by section 4 directly above may request and have a meeting with the HR Department to review their individual entitlement to pay and/or release time according to this MOU.
 - b. Unit members who are entitled to release time per section 4 immediately above may instead elect to receive compensation at the short-term substitute rate of \$190 for each day they would have otherwise been released according to this MOU.

At-Risk Accommodations

1. Unit members who request accommodations shall participate in an interactive process to discuss such requests by submitting a Request for Reasonable Accommodation Form and a Health Care Provider Certification Form. This discussion shall include an explanation of the District's needs and expectations for employees being able to return to work with students.
2. District administration will use, in order, the following criteria together with District needs and employee credentials as more fully described in Article 8 of the CBA:
 - a. Employees with a disability (such as an underlying health condition);
 - b. Employees who are age 65 or older;

- c. Employees with a high-risk household member;
- d. Employees with childcare challenges.

Leaves of Absence:

- 1. Unit members continue to have all leave rights as provided in Article 7 of the CBA.
- 2. Unit members who have exhausted accumulated sick leave and require additional leave for COVID-19 illness and quarantine, may access extended sick leave and catastrophic leave as provided in Article 7 of the CBA. If the Families First Coronavirus Response Act (FFCRA) is not extended past its current December 31, 2020 expiration date, the District shall continue to offer equivalent leave benefits through June 30, 2021.
- 3. Unit members who are placed on quarantine by a physician or county medical agency, due to suspected illness or exposure to COVID-19, and cannot work, may access leave as provided in Article 7 of the CBA and available through the FFCRA.

Childcare for Unit Members:

- 1. The District will investigate ways to coordinate with Hillsborough Recreation for child care services that can be provided to unit members for their own children.
- 2. When the District is in distance learning a unit member may bring their children to the work site if they meet the following criteria:
 - a. The unit member signs a liability waiver.
 - b. Any children must be the unit member's dependent and not present any signs of illness.
 - c. Any children that come onto campus must be under the direct supervision of the unit member at all times and are limited to the workspace of the unit member.
 - d. Any children who come onto campus must follow all District health and safety protocols.
 - e. Presence of children in the unit member's workspace cannot distract from the required work. The District and Association recognize that teachers bringing their children to their classrooms may result in occasional unexpected interruptions to distance instruction.

Non-Precedential Agreement: All components of the current CBA between the Association and District not addressed by the terms of this MOU shall remain in full effect. This MOU is non-precedent setting.

This MOU shall expire upon a determination by county health officials or other such empowered governmental agencies regarding the safe resumption of pre-COVID-19 classroom instruction for all students, or on June 30, 2021, whichever occurs first.

Dated:
For the District:

DocuSigned by:

Gregory J. Dannis 9/3/2020

DocuSigned by:

Louann Carlomagno, Ed.D. 9/4/2020

Dated:
For the Association:


