

**Memorandum of Understanding
Between
The Glendale Teachers Association
And
The Glendale Unified School District**

The Glendale Unified School District (“District”) and the Glendale Teachers Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding the issues related to COVID19/Coronavirus.

With regard to a full distance learning model, the parties agree to the following:

1. Unless otherwise specified in this MOU, the provisions of the collective bargaining agreement between the District and the Association shall remain in full force and effect. If terms of this MOU conflict with the collective bargaining agreement, the terms of this MOU shall supersede the terms in the collective bargaining agreement until this MOU expires.
2. The District shall continue to provide updates to all GUSD families through various communication outlets, including email and other social media, regarding CDC guidelines for proper prevention of the spread of the virus, including the need and rationale for social distancing.
3. GTA and GUSD agree to commence expedited negotiations regarding the decisions and impacts of introducing a hybrid model or full return for Students with Disabilities and Homeless/Foster Youth no later than four weeks after ratification of this agreement. After reaching a mutual agreement that would allow the return of students with disabilities and homeless/foster youth to school sites, both parties would commence negotiations for the remainder of the student populations returning to school. With regard to all other student populations, notwithstanding an order to the contrary from a county or state government agency, a full hybrid model or full-return to in-class instruction shall be implemented only after written, mutual agreement is reached regarding the following mandatory subjects of bargaining: health/safety, working conditions, and Covid-19 related leaves of absence.
4. Unit members shall not be directed or required to report to their worksite while all students are engaged in a distance learning model. If a unit member elects to work from their classroom at least two times per week, they must notify their site administrator no later than Friday, August 14th. Unit members who elect to work from their classrooms at least two times per week will have access to their rooms on a regular basis from 7:30 AM to 4:00 PM; the District shall make reasonable effort to ensure that these teachers will have priority use of their classrooms. By September 1st, a teacher shall establish a set, consistent schedule, which may be updated with the site administrator as needed, and will be required to comply with all established health and safety protocols. Unit members who elect to work from their classrooms shall notify a site administrator prior to the start of their contractual day via email if they will be working off campus on one of their scheduled on-site days. A site administrator shall establish a digital sign in/out procedure, and any health screenings shall occur at an outdoor location. Points of ingress/egress to the campus shall be selected to minimize unnecessary indoor exposure. For health, safety, and security reasons, unit members who elect to work from home shall only have access to their classroom during distance learning with prior appointment through a system developed by the site administrator.

5. **ETIS and the Department of Teaching and Learning shall be available remotely during the contractual day to assist unit members/students/parents who require technological assistance.**
6. **Unit members who do not have access to Wi-fi and/or a working, district-issued laptop should contact ETIS in order to determine how they will be issued/replaced.**
7. **In addition to the District's ongoing purchases of distance learning technology and applications, unit members shall work with site administration to seek prior written approval for purchases of instructional materials and other expenses unit members may require during the duration of the full distance learning model. The District shall complete the purchase(s) and shall make reasonable effort to expedite this process.**
8. **The District shall eliminate a split assignment at the elementary level whenever district resources and the class size averages allow.**
9. **EEELP teachers who are assigned to the AM/PM State preschool classes shall perform typical responsibilities related to their position that can be done through a distance learning platform, with support from their immediate supervisor. In lieu of their regular duties, all EEELP Teachers who are not assigned to state preschool classes shall fulfill their contractual hours in one or more of the following ways: (1) provide synchronous support to TK, K, and split classes; or (2) provide asynchronous support for elementary teachers by creating standards-based lessons or videos; By August 21, 2020, EEELP teachers will email their program supervisor and site administrator for approval of a plan for fulfilling their contractual hours and shall be implemented by August 24, 2020.**
10. **The district shall provide voluntary professional development for all unit members during the week of August 10-14 on effective instructional strategies supported by technology tools, and other subject-specific, department-specific, or grade-specific trainings. The rate of pay for these voluntary trainings will be \$31 per hour in accordance with Appendix F of the Collective Bargaining Agreement (District Initiated Special Projects).**
11. **During the first three instructional days of the school year, August 19 - 21, the district wide instructional day for TK-12 shall be defined by the District's Welcome Week (attached hereto as Exhibit A). During the remainder of the contractual day, teachers shall participate in 180 minutes of required trainings, duty-free lunch, and duty-free preparation time.**
12. **Bargaining unit members shall work within their normal contractual work hours and workdays.**
13. **Unit members' annual salary and benefits shall not be reduced during the distance learning model nor shall it affect a unit member's status and step-and-column placement as a district employee. EEELP Head Teachers shall not see a reduction in gross annual pay regardless of changes in job duties during distance learning.**
14. **All Banking Day and/or Back to School, Minimum Day waiver conditions are suspended. All meetings will be conducted remotely and in accordance with Article 7, section 4. Each meeting must be identified in the email invitation to unit members as either a faculty meeting, a special purpose meeting, an emergency meeting (as defined in Article 7, Section 1. a.), or an**

entirely voluntary meeting. Faculty Meetings and Special Purpose Meetings may be scheduled during non-instructional time within the contractual day.

15. Back to School Night events shall be conducted virtually in accordance with processes and procedures developed by unit members at individual school sites in consultation with the site principal. Each event will include live synchronous presentations/activities with unit members and parents. Back to School Night Schedules will be set by the site principal, and the start time and duration will be as similar as possible to 2019 Back to School Night Schedules.
16. All evaluations for temporary and probationary unit members shall be conducted as per current state law and current CBA. Permanent employees who are scheduled for evaluation and had no disciplinary issues on record in the past five school years may have their evaluation cycle postponed by the site administrator to the next calendar year when in-person instruction occurs, or the unit member may elect to be evaluated this calendar year using the modified evaluation criteria and forms. The District will create and submit modified criteria and forms for permanent employees to the Association for its approval no later than Oct. 15, 2020. The Association will negotiate with the District in good faith to approve these criteria and forms no later than Nov. 20, 2020. The evaluation timeline for permanent employees will be adjusted to account for negotiations and approval of evaluation criteria and forms.
17. Any changes to duties involving record keeping or documentation requested by the district shall be negotiated and be mutually agreed upon, or shall clearly be identified as entirely voluntary, except if required by state law. In such a case that the changes are required by state law, the parties agree to negotiate the effects.
18. Unit members shall be required to check District email once per day during the school week and respond to emails no later than the end of the next contractual day. Parent communication will be primarily via email. Parents or the site administrator shall be contacted by telephone in an emergency situation. A designated site administrator shall provide unit members with a telephone number where the site administrator may be contacted.
19. Unit members shall add an administrator to their distance learning platform. In order to allow site administrators to provide feedback and to develop and maintain connectedness with students and teachers, classroom teachers and site administrators shall collaboratively designate a recurring weekly, 20-minute videoconferencing time slot in which drop-in visits from administrators may be conducted. Any other visits shall be scheduled with 24 hours' notice. Unit members will respond within 24 hours (excluding non-contractual days) to communication from their administrator regarding questions/concerns about activity on their platform.
20. Classroom teachers 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. Grading procedures prior to March 2020 shall be in effect, with the exception of elementary physical education which shall not receive grades.

21. **Classroom teachers are required to take attendance on a daily basis. For elementary schools, teachers will mark students “absent” if they do not attend at least one live interaction session per day. For secondary schools, attendance will be taken each scheduled period. Teachers will mark students “absent” if they do not attend the live interaction session.**
22. **The District and Association agree to negotiate decisions, impacts, and effects related to special education as circumstances change.**
23. **All classroom teachers shall create a welcome video message, no longer than two minutes, that shall be made available to students on the unit member’s roster by August 19, 2020. The District shall provide technical help to all unit members who request assistance creating their video.**
24. **The District will take measures to protect the safety, privacy, and emotional wellness of students and unit members while using technology. This includes:**
 - a. **The District shall provide age-appropriate materials or presentations that address cyber-bullying, online security, and District rules and consequences regarding video conferencing and other online activity. These materials or presentations shall be provided to all students during the week of August 19-21 and made available to parents/guardians through email and District websites.**
 - b. **Students and parents/guardians shall sign a District compact regarding behavioral expectations during distance learning that includes, but is not limited to, a commitment to abide by two-way consent laws regarding unauthorized recordings. The District compact shall prohibit students and families from recording live interactions (i.e. audio, video, or photo recordings) without the consent of the educator. Unit members shall be notified of all students on their rosters whose parents/guardians have not consented to audio, video, or photo recording.**
 - c. **Live interaction of either whole class or small group may be recorded by the classroom teacher to provide to students who are absent, having technological issues, or unable to attend live interaction sessions.**
 - d. **Unit members shall use professional judgment about enabling or restricting student interaction during video conferencing sessions; this may include requiring participants to turn off cameras, silencing participants, and/or activating or deactivating additional features on video conferencing platforms.**
 - e. **Should a safety, bullying, or security issue arise, site administrators shall take full responsibility for investigating the incident and will provide an appropriate response which may include disciplinary action, restorative practices, counseling, etc., to all parties involved, in a timely manner, in accordance with Board Policy/Administrative Regulations 5131, *et seq.* and California Education Code, Sec 48900, *et seq.***
 - f. **Board Policy 5131 will be updated by October 6, 2020, to reflect distance learning guidelines for online citizenship.**
25. **Collaboration/Inclusion teachers; Speech-Language Pathologists, Deaf and Hard of Hearing Teachers/Specialists, Visual Impairment Teachers/Specialists, Orientation Mobility Teachers/Specialists; Adaptive Physical Education Teachers; Special Education Itinerant**

teachers; and Assistive Technology Specialists shall work on typical responsibilities of their position that can be done through a distance learning platform, including video conferencing to the greatest extent possible for services that would normally be done face to face, in accordance with the student's IEP, and as required and mandated by law.

SAI Core and rotating SAI Self-Contained classes will follow standard videoconferencing expectations to the greatest extent possible but with the flexibility to adjust to meet individual student needs in collaboration with the special education department.

For non-rotating SAI Self-Contained classes, live interaction and instructional schedules shall be determined by the teacher in accordance with the student's IEP and by individual student needs where each student receives videoconferencing with their teacher. Teachers shall provide whole group, individual and small group live interaction that meets the IEP required service minutes to the greatest extent possible but with the flexibility to adjust to meet individual student needs in collaboration with the special education department.

26. Counselors, Teacher Specialists, Teachers on Special Assignment, Nurses, and Itinerant Elementary Music Teachers shall determine the means and methods of working on typical responsibilities related to their position that can be done through a Distance Learning platform, with support and reasonable direction from their immediate supervisor.
27. Elementary Physical Education teachers shall provide support for elementary teachers by creating asynchronous video lessons/activities regarding physical education standards with support and reasonable direction from the District Elementary Physical Education supervisor. Physical Education Teachers may provide synchronous lessons to groups of upper grade elementary students.

Because the teaching and learning environment of distance learning is different from in-person instruction, and because schools have not undertaken this kind of education to the extent that the parties are in this current situation, the District and the Association agree to regularly solicit feedback from all stakeholders about the instructional program, to use this feedback to regularly evaluate the instructional program, and to negotiate adjustments to video conferencing expectations and instructional schedules.

The Association reserves the right to negotiate any additional impacts of school closures in the 2020-21 school year. The parties understand the COVID-19/Coronavirus pandemic situation is very fluid and mutually agree to reopen the provisions of the MOU as necessary.

This MOU shall expire in full without precedent on December 31, 2020, unless extended by mutual written agreement.

 8/12/20
Ms. Sarah Morrison, GTA

Date

Dr. Darnieka Watson, GUSD

Date

Welcome Week Schedules: August 19, 20, and 21

Elementary Welcome Week

Time	Wednesday, August 19	Thursday, August 20	Friday, August 21
8:20 - 8:50	Live interaction with whole class: building connections; introducing routines, procedures, expectations		
8:50 - 9:05	Break		
9:05 - 9:35	Live interaction with whole class: building connections; introducing routines, procedures, expectations		
9:35 - 9:50	Break		
9:50 - 3:15	<u>Teachers:</u> Distance learning professional development provided by district <u>Students:</u> Enrichment or informational activities	<u>Teachers:</u> Site-based professional development and collaboration <u>Students:</u> Enrichment or informational activities	<u>Teachers:</u> Collaboration and planning time <u>Students:</u> Enrichment or informational activities

Middle and High School Welcome Week Schools with 6-Period Days

Time	Wednesday, August 19	Thursday, August 20	Friday, August 21
8:00 - 8:30			Period 0 or 7
9:00 - 9:30	Period 1	Period 3	Period 5
9:45 - 10:15	Period 2	Period 4	Period 6
10:30 - 3:15	<u>Teachers:</u> Distance learning professional development provided by district <u>Students:</u> Enrichment or informational activities	<u>Teachers:</u> Site-based professional development and collaboration <u>Students:</u> Enrichment or informational activities	<u>Teachers:</u> Collaboration and planning time <u>Students:</u> Enrichment or informational activities

Each Period: **Live interaction with whole class:** building connections; introducing routines, procedures, expectations

Middle and High School Welcome Week Schools with 7-Period Days

Time	Wednesday, August 19	Thursday, August 20	Friday, August 21
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8:00 - 8:30			Period 5
9:00 - 9:30	Period 1	Period 3	Period 6
9:45 - 10:15	Period 2	Period 4	Period 7
10:30 - 3:15	<u>Teachers:</u> Distance learning professional development provided by district <u>Students:</u> Enrichment or informational activities	<u>Teachers:</u> Site-based professional development and collaboration <u>Students:</u> Enrichment or informational activities	<u>Teachers:</u> Collaboration and planning time <u>Students:</u> Enrichment or informational activities

Each Period: Live interaction with whole class: building connections; introducing routines, procedures, expectations.