

Memorandum of Understanding between Pacific Grove Unified School District and Pacific Grove Teachers Association Regarding Reopening Schools during COVID19

July 22, 2020

The Pacific Grove Unified School District ("District") and Pacific Grove Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 ("coronavirus").

The parties agree to the following:

Health and Safety

1. The District has based its plans on the guidelines from Centers for Disease Control, California Department of Education and the Monterey County Health Department. The parties agree to meet as soon as possible to renegotiate the impact and effects of any revisions or updates to these guidelines.
2. The District shall establish minimum physical distancing as required by the Monterey County Health Department and the California Department of Health, *currently six (6) feet*, between student workspaces, between educator and student workspace, and between employee workspaces, as noted in state guidelines, and may be subject to change as those guidelines may be amended. No change to physical distance shall be implemented without providing 24-hour notice to the Association. For bargaining unit members who are in positions that require close contact with students, such as speech/language therapists, psychologists, RSP and Special Day Class teachers, and counselors, the district will provide either plexiglass barriers or a face shield.
3. In accordance with the PGUSD Operational Plan, the District will provide hand sanitizer for every classroom, soap for every sink, hand sanitizer stations around every campus and access to hand sanitizer at each unit member workstation who does not have a traditional classroom. In the event that a mask needs to be replaced in the course of their work day, the district shall provide replaceable masks.
4. The District will keep all functioning sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closets) operational and stocked with soap and paper towels. In the event that a sink stops functioning properly, it shall be repaired within 24 hours, if the parts are available, and if not repaired within 24 hours, the District will ensure that the classroom is supplied with sufficient hand sanitizer and disinfecting wipes.
5. In accordance with the District's operational plan, the District shall clean and disinfect all classrooms, restrooms, and workspaces daily including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials during the coronavirus outbreak.

6. In accordance with the District's operational plan, the District shall require the use of facial coverings ("masks") in accordance with federal, state, and local guidelines currently in effect. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear another type of face covering. The District will have extra face masks in the event a unit member needs to replace their mask during the course of their work day. For particular positions that require close student contact, such as special education teachers, speech/language therapists, psychologists, and counselors, the District will provide face shields, plexiglass barriers, or medically recommended masks.

7. All bargaining unit members will be encouraged to obtain free COVID testing at least two weeks prior to coming on site. The District and PGTA shall work cooperatively to obtain COVID-19 testing to be available within the city of Pacific Grove. In the event free testing becomes available to the District, testing shall be provided at no cost to the unit member. Employees who test positive shall notify the District within 24 hours of receiving the test results.

8. Unit members will be notified by email or phone about any school closures, including any decisions to extend school closures once they commence.

9. In the event unit members are directed or required to report to the worksite during a school closure, the District shall take all appropriate health and safety measures regarding decontamination and disinfecting as stated previously in paragraph 1 above and, before any members are required to return to the worksite. In no event will unit members be directed or required to report to their worksite after a closure until allowed to do so by the Monterey County Department of Health.

10. All closed schools will be decontaminated before staff or students return.

11. Unit members required to monitor student ingress and egress locations shall be compensated at the negotiated hourly instructional rate of pay for time worked beyond their work day as defined in the collective bargaining agreement.

12. The District shall not require in-person staff meetings or professional development if the District cannot ensure the minimum physical distance recommended by the Monterey County Health Department and the California Department of Public Health, currently six (6) feet, between all employees for the duration of the meeting and for entering/leaving the meeting.

13. When the district is exclusively providing distance learning, nothing contained herein shall prevent a unit member from volunteering to provide in person services to a student or group of students as long as social distancing can be met. In the event that no unit members volunteer to provide necessary services, the District and PGTA shall meet and develop a plan to meet the needs of the students.

14. In accordance with the District's operational plan, the District shall require all students, employees (including substitutes), and visitors to be checked for symptoms daily prior to entering school including temperature checks via no touch thermometers. Visitors with any symptom consistent with COVID-19 shall be denied entry. In accordance with the District's operational plan, staff and students with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be sent home or sent to an isolation room on site pending travel home.

15. In accordance with the District's operational plan, upon notification that an employee or student has been infected with COVID-19, the District shall contact and follow the directives of the Monterey County Department of Health. All persons who may have come in contact with the infected individual shall be notified. The District shall notify the Association of the location(s) where the infected individual was present on the school premises during the suspected incubation/active infection period.

Health of Unit Members

16. Unit members who provide documentation of an underlying high-risk condition or reside with someone with documentation of an underlying high-risk condition shall not be required to provide in-person instruction. The employee may be provided with a distance learning position if one is available within the employee's credential area or, if one is not available, shall be entitled to use leave entitlements (paid and unpaid) that the employee may have. If no remote positions are available, before an employee is required to use leave, the District and PGTA will confer regarding other possible options. If provided with an alternative work assignment consistent with the unit member's FTE, the unit member will suffer no loss of compensation or benefits. Unit members placed in alternative work assignments shall be allowed to return to their original position. In the event a class has to be quarantined, the unit member shall not be required to use their sick leave during the quarantine period as long as the unit member is able to meet the requirements to teach remotely as described in paragraph 16.

17. Unit members shall not be required to be at their work sites while performing distance learning instruction exclusively. Unit members working remotely shall:

a. provide assurance to their immediate supervisors that they have sufficient technology to adequately provide instruction to students, conference with parents, colleagues, administrators, and students.

b. maintain the confidentiality of all student information.

c. ensure that the environment from which they are working is professional, absent of distractions, and safe.

d. provide their instructional schedule to their immediate supervisor and access to all online instruction.

e. provide plans for substitute teachers in the event a teacher is absent.

If any of the above requirements are not satisfied, the bargaining unit member may be required to work on their school site as determined by the site administrator and the appropriate District Director. PGTA will be informed before a unit member is required to return to work on the school site, and a reasonable and immediate effort will be made to rectify any unsatisfactory practices.

Learning Models and Professional Development

18. The District has established an Academic Plan for the Safe Re-Opening of Schools that includes a distance learning model and hybrid model. The daily schedule for all grade levels (elementary, middle and high school) shall be posted on this MOU. All employees are expected to follow the Plan as part of their work duties. Professional development and planning time will be provided in support of the Academic Plan.

19. For the 2020-2021 school year, the district will compensate unit members for online training and planning conducted outside of the adopted calendar work year in the following manner: for activities that last three hours or less, unit members will be paid at the hourly instructional rate; for activities lasting more than three hours but no more than five hours in a day, unit members will be paid the substitute daily rate. All professional development shall be conducted online. The District shall provide professional development for the implementation of any new curriculum and technology that unit members are required to use.

Work Day

20. No unit member shall be required to provide coverage during their lunch break.

21. Instructional time will be developed through the distance learning and hybrid programs planning process. Administration will consult with certificated staff to develop the instructional program for each grade level and content area. Any impact to increase the work day shall be subject to negotiations with the Association.

22. Unit members shall not be required to work beyond their number of total contract days or contract hours as specified in the Collective Bargaining Agreement. Whether working on-site or remotely if engaged in distance learning, unit members are expected to be working and available on all contractual duty days during their regular work hours.

23. During the 2020-21 school year and to address safety and health concerns arising out of the current COVID pandemic, student attendance shall follow alternate day scheduling. The five-day workweek (Monday through Friday) for all bargaining unit members shall include four (4) days in-person instruction and one (1) pupil free day per week. When students are not present on campus, they shall be assigned asynchronous distance learning activities. Pupil free days may be used by bargaining unit members for preparation and planning time, student support, contacting parents and teacher collaboration. The District encourages teachers to use a minimum of one hour each Monday to collaborate with their grade level or subject area colleagues. The District may designate up to four hours per month for District led teacher collaboration and/or professional development. The parties agree to meet immediately to review the current 2020-21 school year calendar to schedule all weekly pupil free days.

24. Unit members shall not be required to provide substitute coverage for other unit members.

25. Distance learning and on campus classrooms shall not exceed class sizes or student contacts as defined in the CBA.

26. Unit members shall have the same amount of prep time as determined by the CBA.

27. Parent conferences shall be conducted virtually.

28. Schedules at the elementary, middle and high schools shall be attached to this MOU once developed. Any modification to the schedule that impacts the unit members' work day shall be subject to negotiations with the Association.

29. The coursework provided to students shall have the intention of promoting continuity of learning while students are not in school. This will include enrichment, intervention, and/or exposure to new material.

30. Unit members assigned to distance learning positions shall develop and post a syllabus subject to administrative approval with information for accessing the District's Learning Management System (LMS) (Learning Management System - A learning management system is a digital learning environment that manages all aspects of a school's educational program), including but not limited to virtual curriculum, virtual standards, contact information, grading policy, and office hours/interactive instruction. The LMS platform selected by the District for all teachers to use is Google Classroom and Seesaw will be used for grades K-2. The District shall have the right to change platforms. In the event an LMS platform is changed, unit members shall be provided training during their regular contracted work day and provided twenty days prior to implementation of a new system.

31. Unit members assigned to distance learning positions shall set their schedule asynchronously. Such assigned unit members are expected to work and be available during their normal contractual work hours and workdays.

Definition: Asynchronous - students work independently online vs. synchronous learning - when the teacher meets with students in real time/virtually.

32. Distance Learning shall include regularly scheduled synchronous interactive instruction. This instruction shall include, but is not limited to, content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a meaningful way, content that provides students with choice and autonomy, and provides the bargaining unit member opportunities to provide student encouragement and feedback.

33. To provide students and parents with consistency and to avoid conflicts, office hours/interactive instruction shall be scheduled during the same times each week. Office hours shall be used to provide student support, feedback, and clarification and may be conducted via phone, e-mail, and/or other virtual platforms. Accommodations shall be made to meet the individual needs of parents and students to the best abilities of the unit member.

Assignment to Distance Learning Position

34. The following procedure shall apply to the assignment of remote work:

- a. The District shall post and notify all bargaining unit members of remote assignment vacancies via district email. Vacancies shall also be posted on the District website. The vacancy shall contain the title and brief description of the position, the credential requirements for the position, and a closing date which is at least 5 days following the posting date, unless there is an urgent situation requiring the district to act sooner. The unit member's request for a remote assignment must be submitted via e-mail to the human resources department (bmankey@pgusd.org). The request shall include the

reasons for the bargaining unit member's request, including that they are seeking remote assignment because either they or someone in their household is at high risk for COVID-19. Such information shall not be utilized or perceived by the District as a request for reasonable accommodation.

- b. Priority for remote assignments shall be given to those individuals who are requesting remote assignment because they or someone in their household is at high risk (based on a note from their medical provider) for COVID-19, in order of seniority. If after giving priority of assignment to these individuals, there is additional remote work available, the remaining assignments shall follow the voluntary transfer process as defined in the CBA under Article VI, paragraph B.

Special Education

35. The parties agree to meet at the request of either party to address implementing guidance from the CDE and/or Federal Department of Education in order to provide equitable and appropriate education for students with special needs. Special education teachers will work collaboratively with core content teachers via a virtual platform to adapt lessons to meet the needs of students in a digital learning environment and ensure that lessons and activities are appropriate, as documented in the student's IEP.

- a. Students with mild/moderate to severe disabilities will be provided continuity of learning through a variety of distance learning resources, as appropriate. This enables all students access to the same learning opportunities.
- b. Related service providers (speech/language pathologists, etc.) shall provide virtual therapy sessions to meet the service minute requirements in the student's individualized education programs.
- c. Virtual tools shall be used to hold any necessary IEP meetings and to meet and collaborate on a student's IEP.
- d. Annual, Initial and Triennial IEP meetings will be conducted via virtual platform.
- e. Annual, Initial and Triennial assessments (testing) will be conducted by individual appointment allowing for recommended social distancing of the current 6 feet.
- f. Once the specific schedules for General and Special Education have been determined, the District and Association agree to meet and negotiate any impact to working conditions for unit members providing special education services.
- g. A special education assessment area will be designated at each site that will include a no touch thermometer.

36. School Psychologists will provide appointments for students for social emotional and/or behavioral needs as deemed necessary by the psychologists, as well as communicate with families to provide support. Any appointments scheduled may be conducted by telephone or virtual tools.

37. Counselors will provide virtual or telephone appointments to students for academic counseling, monitoring, and guidance. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as appropriate.

Returning to Work

38. The first four workdays back to District work sites shall be non-student days for preparation to resume instruction to students. The teacher preparation day and professional development day scheduled on January 4, 2021, and February 22, 2021, will be moved before the first instructional day in the 2020-2021 school year and be used for professional development. January 4 and February 22 will be instructional days for students. The District will fund two additional professional development days. These four days will be placed on the calendar before the first instructional day by the Calendar Committee.

39. All school sites and work locations shall be cleaned and disinfected per the criteria as set forth in this MOU under item 1 prior to the unit members returning to work.

40. While working under the distance learning model, unit members shall continue to receive their full compensation and benefits. If extracurricular duties can and are performed, unit members shall continue to receive stipends and/or additional pay, as provided for under the CBA. Adjunct duty committees will be convened at each site to develop duties to be performed remotely during distance learning and those to be performed on site during the hybrid model.

41. Article IX - Evaluations. Permanent, probationary and temporary unit members and those on PAR will be evaluated during the 2020-2021 school year consistent with Article IX. Unit members must provide evaluators access to asynchronous instruction, synchronous instruction, and Google Classroom, the LMS, and any supplemental online applications (e.g. IXL, SeeSaw, etc.) adopted by the District.

General Provisions

42. Compliance with Law. The Parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The Parties will comply with existing and further state or federal legislation or applicable orders and directives as they affect the terms and conditions of employment of bargaining unit employees.

43. Inconsistencies with the Law. If any term or provision of this MOU is inconsistent with any applicable law or any order issued by any federal, state, or local officer or agency having jurisdiction over the District, or if the inconsistency could result in a loss of state or federal funding, the terms of the applicable law/order shall prevail and the inconsistent term of this MOU shall be disregarded. In this instance, the Parties shall consult and negotiate any changes that are subject to negotiations about the changes to this MOU as soon as possible and, in advance, if practical.

44. With the understanding that the pandemic is changing rapidly, each Party reserves the right to make proposals and negotiate a modification to this agreement.

45. Authorization to Execute Agreement. The undersigned Parties represent that they have read and understand the terms of this MOU and are authorized to execute this MOU on behalf of their principals. Copies of signatures shall have the same force and effect as original signatures. Facsimile and electronic signatures shall be deemed original signatures.

46. Board Approval Required. This MOU is contingent upon approval of the District Governing Board.

47. This MOU is subject to ratification by the bargaining unit of the Association.

48. This MOU resolves the negotiable effects of changes in learning due to COVID-19. The District and/or Association reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures in the 2020-2021 school year. The CBA remains in full force and effect except those items not addressed in this MOU.

49. This MOU shall expire in full without precedent on June 30, 2021, unless extended by mutual written agreement.

7/27/2020

Date

SMCarty

For the Association

7/27/2020

Date

Buck Roggeman

For the District