

**Memorandum of Understanding between Pacific Grove Unified School
District and Pacific Grove Teachers Association
Special Education Small Group Cohorts
ADDENDUM 11.30.2020**

November 30, 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 intent of this MOU shall be to provide in-person instruction in accordance with the small group cohort guidance from the CDPH. In the event the District determines that more cohorts are to return based on the timeline in this MOU, both Parties shall meet to determine if there are any modifications needed in the current MOU. In the event no modifications are needed, this MOU shall be carried forward to cover other small group cohorts.

This program is voluntary and unit members shall have the choice to volunteer for the in-person Special Education cohorts. Unit members shall be held harmless for not volunteering for in-person positions and the decision to volunteer or not volunteer shall not be used for evaluation purposes. In the event that a teacher who has volunteered to provide in-person instruction under this MOU subsequently determines that s/he no longer wishes to volunteer, the District may allow the teacher to teach the cohort in the classroom remotely or may exercise the right to employ a substitute teacher outside of the bargaining unit to continue to provide in-person instruction to the students in the classroom. If the District decides to employ a substitute, the teacher who originally volunteered but subsequently withdrew shall continue providing in-person instruction until a substitute teacher is able to begin but not to extend beyond five (5) work days and will revert to providing distant learning instruction.

The parties agree to the following:

I. The District shall adhere to the COVID guidelines issued by California Department of Public Health and the Monterey County Health Department.

Health Guidelines

The District shall adhere to the COVID guidelines issued by the Centers for Disease Control (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), and the Monterey County Health Department (MCHD) and the Monterey County Office of Education (MCOE). The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.

Physical Distancing

A. The District shall ensure minimum physical distancing of six (6) feet between student workspaces, between educator and student workspaces, and between employee workspaces where feasible. In the event the six (6) feet minimum physical distancing is not feasible in a unit member's classroom, the District shall provide additional PPE upon request.

1. The District shall provide markings throughout school sites that maximize physical distance for students and staff.
2. The District shall not require in-person full staff meetings, adjunct duty meetings, or professional development. The District may require in-person meetings of 10 or fewer people if the District can ensure a minimum of six (6) feet physical distance between employees for the duration of the meeting and for entering/leaving the meeting.

Health and Safety Issues

A. The District shall require the use of facial coverings (masks) in accordance with federal, state, and local guidelines currently in effect. If a bargaining unit member is in need of a facial covering (mask), the District will provide one for the unit member. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt). Masks and face shields may not be required for children age two and under or for students with medical apparatus or conditions which prevents or obstructs the use of the apparatus.

B. The District shall comply with the following hand washing logistical requirements:

1. Every room with a sink shall be stocked with soap, hand sanitizer, and paper towels.
2. Every classroom shall be provided hand sanitizer that has an alcohol content that is 60% or greater.
3. Commonly used non-classroom workspaces shall be provided hand sanitizer that has an alcohol content that is 60% or greater.
4. Alcohol hand sanitizer that is 60% or greater or portable hand washing stations shall be provided at each campus ingress and egress point;
5. All handwashing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.

C. The District shall ensure that all classrooms, restrooms, and workspaces are cleaned and disinfected 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 the Environmental Protection Agency N list recommendations.

D. To the extent feasible, the District shall ensure all HVAC systems operate on the mode which delivers the freshest air changes per hour, including disabling demand-controlled ventilation and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit. Air filters will be checked every three (3) months and replaced as needed.

E. The District shall ensure all employees perform the staff wellness screening process of their health and any symptoms prior to arriving at work through its Facilitron System. The District shall ensure visitors are checked for symptoms daily prior to entering school buildings. Visitors and those employees who visit a site other than their permanent work location are checked for symptoms daily prior to entering school buildings. Unit members shall not be required to meet with parents or visitors without at least twenty-four (24) hours notice. School sites will develop a plan to minimize access to schools for non-essential visitors. Staff and students with any symptom consistent with COVID-19, not attributed to other health conditions 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. In the event of exposure to COVID-19 that requires a unit member to self-quarantine, the unit member shall be placed on an appropriate leave of absence if unable to provide distance learning instruction.

F. Upon notification that an employee or student has been infected with COVID-19, the District shall cooperate with local health officials to initiate contact tracing within the workplace. All persons who may have come in contact with the infected individual shall be notified. The District shall notify the Association within 24 hours of the location(s) where the infected individual was present on the school premises during the suspected incubation/active infection period.

G. Students, employees, and visitors shall be required to wash their hands or use alcohol-based of 60% or greater hand sanitizer and wear a mask upon entering district buildings, and every time a classroom is entered.

H. Until onsite testing becomes available, schedules of testing facilities' shall be provided to unit members that are available in the county. Once free testing becomes readily available by the State, the District will notify employees of free testing sites.

II. Small Group Cohorts for Special Education

A. The District will begin Phase 1 of Small Group Cohorts for Special Education on or about December 1st, 2020, and will enter Phase 2 on or about January 18, 2021. Prior to Phase 2 being implemented, the Parties agree to meet in December 2020 or January 2021 to discuss any issues that may arise after implementation of Phase 1. In

the event of an increase of COVID-19 on a school site and/or within the District, the protocol defined in Section 15 of the memorandum of understanding dated July, 22, 2020, shall be utilized. ~~VI, Subsection (d) of this MOU shall be utilized.~~

B. The District will comply with all CDPH directives and guidance regarding Small Group

Cohorts, as it may change over time. Cohorts must be limited to no more than 14 children and youth and no more than two supervising adults, or a configuration of no more than 16 individuals in total (children and youth or adults) in the cohort. SDC classes will be divided in half with all assigned staff present.

Insert daily schedule HERE

C. Currently, cohorts can be divided, as needed, into subgroups of children and youth from the same cohort, as long as the 14-to-2 ratio is not exceeded.

D. Specialized and targeted support services are determined by the District and include but are not limited to occupational therapy services, speech and language services, and other medical services, behavioral services, educational support services as part of a targeted intervention strategy or assessments, such as those related to English learner status, individualized educational programs and other required assessments. All specialized and targeted support services should be virtual when at all possible.

III. Additional Safety Precautions

A. The District will implement health screening questions (wellness questionnaire) for employees and students. Those with COVID symptoms not attributed to other health conditions (such as allergies), will be excluded from the work site pursuant to current CDPH and local health guidelines. Any student who has a temperature of 100.4 (or greater) shall not be allowed on campus until it returns to the normal range. A student who is on campus when the fever is discovered shall be moved to an isolation room.

B. If a unit member has good reason to be concerned that a student may be running a temperature, s/he may call the office to send someone with a touchless thermometer to take the student's temperature.

C. The District will have one or more isolation rooms on each campus for students who may become symptomatic during the school day.

1. Health care professionals, such as registered nurses and CNAs/LVNS may monitor isolation rooms.
2. Unit members who provide coverage for isolation rooms shall be provided with N-95 respirators and/or PPE that is equivalent and FDA approved.
3. Unit members providing in-class instruction shall not monitor isolation rooms.

D. Unit members who are providing in person instruction pursuant to this addendum will receive 6 hours of pay at the PGTA hourly instructional rate for time spent in preparation for the transition to in person instruction.

E. N-95 Masks: The District shall provide N-95 masks for bargaining unit members working directly with individuals who get sick at a worksite with COVID-19 like symptoms, students who are not able to wear a mask, and bargaining unit members who have a large number of daily person-to-person contact that does not permit for social distancing.

F. Aprons/Smocks: The District shall provide disposable aprons/smocks for bargaining unit members working with individuals who are sick, need hygiene assistance, or who need feeding assistance.

G. Additional PPE will be provided to counselors and special education teachers when their duties require them to be in close contact with students and may allow for multiple changes of PPE per day.

H. Upon request, unit members shall be provided plexiglass barriers for the student desk and/or one plexiglass table shield. Shields will be installed within 48 hours of teacher request.

I. In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with county public health guidelines and provides equivalent protection to the PPE provided by the District.

J. Unit members shall not be required to bring their own PPE. No unit member shall be disciplined or evaluated negatively for not bringing their own PPE but will be provided PPE from the site.

K. If the District fails to provide sufficient PPE for the day, the unit member will notify the site administrator who will ensure that PPE is provided.

L. Face coverings are required to be worn properly at all times by all individuals on a school campus, indoors or outdoors. This applies to all unit members, students on campus, all administrators, and any visitors on campus over the age of 2.

M. If a member of the public refuses to wear a face covering, they will be asked to leave the premises. There are some circumstances where an employee or member of the public may not be able to wear a face-covering due to a health reason. No unit member shall be required to meet with any member of the public who refuses and/or is unable to wear a mask and/or face shield with drape.

N. If a student is refusing to wear a mask, unit members shall notify their site administrator immediately. Unit members shall not be required to be placed in unsafe conditions due to a student who is able but is unwilling and is refusing to wear a mask and/or face shield with a neck drape.

O. Face coverings shall not be required for students or staff if there is a medical or behavioral reason for not wearing a face covering. This should be verified in writing from a medical professional, member of the school IEP team, or the school counselor.

1. Unit members who work with students who are not required to wear masks shall receive multiple sets of PPE per day, as needed.
2. Unit members shall be provided with additional PPE for students who may need it throughout the day.

IV. School Campus Safety

A. When staff lounges are in use, physical distancing of six (6) feet will be maintained when practicable. Staff members who use shared appliances will clean them before and after each use. Staff members shall not gather in indoor common areas. The District shall provide the appropriate disinfectant to be used when cleaning down appliances.

B. Unit members shall not be required to supervise their assigned student cohort(s) in designated outdoor spaces for entry and exit of the school site.

C. School sites may designate staggered start and end times for cohorts, but any staggered start or end times shall not create longer or shorter workdays for unit members. School site administrators shall create plans and schedules that provide recess and break times for both students and unit members consistent with the following:

1. All recess and break times shall be designed to maintain physical distance requirements and to maintain cohort stability.
2. All recess and break times or locations shall be staggered as necessary to minimize the number of different people with whom staff and students interact.

D. Each cohort/class will be assigned a specific recess time and play area to help prevent the mixing of student cohorts.

V. Special Education Cohorts

A. Each student's school supplies shall be separated and stored in individually labeled storage containers, cubbies, or areas.

B. The District, working with unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected between uses. Unit members will be provided with supplies to clean shared equipment.

C. School staff shall limit the number of in-person visits to classroom cohorts in order to maintain the stability of the cohorts and to minimize the spread of the illness. Staff not assigned as the primary cohort teacher shall primarily use virtual methods of interacting with the student cohort, as practicable.

1. Substitute Coverage for In-Person Special Education Learning

i. In the event a unit member is out due to an illness and is unable to provide in-person instruction, the unit member must notify their school site office by 3:00 p.m. if they will not be on campus the next day. If the unit member is unable to provide distance learning instruction, the district will make every effort to provide a sub.

ii. In no event shall two (2) or more stable student cohorts be combined in order to provide instruction, nor shall a single cohort be divided and separated into other cohort groups.

2. Unit Member Daily Start Time

i. Unit members shall report to their assigned work site according to the bargaining unit member start time in the Collective Bargaining Agreement or consistent with past practice. If the school develops staggered start and end times, bargaining unit members shall adjust their contractual start and end time so that the overall workday remains the same as provided for in the CBA.

VI. Health Screening, and Notification

A. The School Nurse shall:

1. Oversee the health screening and notification of all individuals in the District,
2. Oversee the health care for any individuals that manifest symptoms associated with COVID-19, when practicable,
3. Assist in the design and implementation of quarantine protocols,
4. Coordinate the training of all students, staff, parents, and visitors on effective hygiene practices including but not limited to hand washing, physical distancing, and PPE usage,
5. Receive up to 10 minutes of preparation time at the receiving site should the nurse need to drive from one school to another.

VII. Industrial Accident Leave/Workers' Compensation

A. The District will not discourage an employee from filing a workers' compensation claim with regards to contracting COVID-19 at the workplace, and will, as with all other workers' compensation claims, expect its Workers' Compensation Insurance Company to engage in its normal process of handling claims.

B. Staff, administrators, and students who are sick are expected to remain home and shall not be permitted on a District site while sick.

C. If a staff member, administrator, student, or household member associated with a stable student cohort tests positive for COVID-19, the District will comply with local health department guidelines. During this period of quarantine, students will receive distance learning. The bargaining unit member, if medically able to do so, shall continue to provide instruction to the cohort during distance learning. The unit member

who is providing in person instruction the following day shall be notified of the transition to distance learning by 12:00 p.m. the day before distance learning is to begin. If not, the unit member will receive 2 hours of the PGTA hourly instructional rate for preparation.

D. If there is a confirmed case of COVID-19 in a cohort, the District will comply with the most recent state and local public health guidelines for confirmed COVID-19 cases and provide updates on quarantine practices. (Under current guidelines: The classroom cohort will be sent home to quarantine for 14 days. If multiple cohorts have cases or more than 5% of the school population tests positive in a 14-day period, the entire school will be sent home to quarantine. If 25% of the schools are closed within a 14-day period, the entire district will close all schools and move to full distance learning. In addition, if a potential outbreak of COVID-19 is detected by a federal, state, or local public health officer, the District shall close the entire school site or entire District as necessary. In the event that there are changes to state and local public health guidelines, the Parties agree to revise this section accordingly.)

1. In the event of a school or District closure, the unit member who is providing in person instruction the following day shall be notified of the transition to distance learning by 12:00 p.m. the day before distance learning is to begin. If not, the unit member will receive 2 hours of the PGTA hourly instructional rate for preparation.

2. All closed classroom spaces, worksites, rooms, school sites, or other district facilities shall be thoroughly cleaned and disinfected prior to being reopened for in-person learning.

E. The District shall communicate closures and re-opening to bargaining unit members as applicable. Such communication shall be by email or by telephone.

VIII. Accommodation

A. The Parties acknowledge that the interactive accommodation process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19.

B. The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

C. The District agrees to initiate in a timely manner the interactive process for employees whose medical doctor designates them as “high risk,” “vulnerable,” or equivalent terminology as related to exposure to COVID-19.

D. The District may offer reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:

1. Providing additional or enhanced PPE;

2. Placing physical barriers to separate the vulnerable employee from staff, students, or other individuals on campus;
3. Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
4. Moving the employee workstations; and
5. If available, transferring or reassigning the employee to a distance learning assignment or an assignment with minimal daily contact with others.
6. When no reasonable accommodation can be reached, the District shall provide unpaid leave to bargaining unit members.

E. Unit members who are absent due to COVID or COVID related symptoms shall first utilize Emergency Paid Sick Leave if available. The unit member then will use their sick leave. In the event that a unit member has contracted COVID-19 in the work place, the unit member shall be eligible for Worker's Compensation and 60-days of leave for work related illness. In the event that the 60-days of leave for industrial illness/accident is insufficient to cover the period of illness, the employee shall be provided will an additional five (5) days of sick leave in addition to other earned and accrued sick leave. These additional sick leave days shall only be available to volunteers under this MOU.

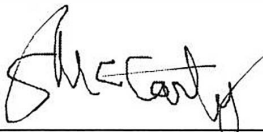
IX. Nothing in this MOU precludes the District from seeking a waiver pursuant to CDPH Guidance for implementation of instruction to designated groups of students. The District acknowledges its duty under such guidance to consult with PGTA (among other groups) prior to submitting a waiver application. In the event a waiver is granted, the Parties agree to negotiate the impacts to the bargaining unit and any other applicable sections subject to negotiations under the EERA (Educational Employment Relations Act).

X. Term

This agreement shall terminate on June 30, 2021, or when a COVID-19 vaccine becomes available to staff and students, whichever comes first.

Dated: December 1, 2020

PGTA



Shannon McCarty, President

PGUSD



Buck Roggeman, Chief Negotiator

Campus	Teacher	Paras	Days of Week	Class Hours	Start date	Students	NOTES	Facilities
Preschool	Erin Homami	1	W and Th	8:45-11:45	Dec. 2	3		hand wash station
RD	Patty Bloomer	2 out of 5	T and W	8:30-11:45	Dec. 1	3	may rotate paras	
FG	April McMillan	2 out 3	T and Th	2nd 9-11:30, K/1st 10:30-11:30	Dec. 1	2		
FG	Gretchen Kelly	4	T and Th	am 8:45-11:30, pm 12:30-3:15	Dec. 1	5	wants am/pm groups	
MS	Darcy Tuninenga	1	W and Th	8:30-11:45	Dec. 2	2		
HS	Alyce Avenall	4	T and Th	8:30-11:45		3		hand wash station
Transition	Lorraine and Ricky	2-3	T and Th	T 9:00-3:00, Th 9:00-1:30	Oct.22	5		
PGMS	Amy Tulley	2	Mondays	9:00-12:30	11/30	5		