

**Memorandum Of Understanding
Between Pacific Grove Teachers' Association (PGTA)
And Pacific Grove Unified School District (PGUSD)
October 5, 2021**

Basic Safety Measures

1. The District will follow Monterey County Health Department and/or state directives to determine when a classroom or school site must close due to the number of positive COVID cases. In no event will unit members be directed or required to report to their worksite after a closure until it is permissible under the Guidelines of the Monterey County Department of Health and the California Department of Public Health (CDPH).
2. Mask Requirements. The following minimum mask requirements will remain in effect until CDPH Guidelines provide otherwise.
 - a. Unvaccinated adults on modified quarantine inside and outside on school grounds shall be required to meet the minimum mask requirements unless eating or unless they have a valid exemption. A designated eating area will be provided to unvaccinated staff on a modified quarantine. No PGTA member will be asked to monitor unmasked students on a modified quarantine when those students are required to eat inside. Students who are on modified quarantine will be strongly encouraged to wear a mask outdoors.
 - b. Adults and students are required to wear a mask indoors, with exemptions per CDPH face mask guidance. Adults in K-12 school settings are required to mask when sharing indoor spaces with another individual.
 - i. Persons exempt from wearing a mask due to medical conditions must wear a non-restrictive alternative, such as a face shield with a drape on the bottom edge, as long as their condition permits it. The District will strongly encourage the use of a face shield for students who are unable to wear a mask.
 - ii. Individuals exempt from wearing a mask will provide a statement from a medical professional indicating there is a medical condition barring the use of a mask.
 - iii. If the District determines that there is reason to question the validity of a medical exemption from wearing a face mask, the District nurse will confirm that the medical mask exemption came from a medical professional. If the medical exemption cannot be verified to have been issued by a qualified medical professional, it will not be granted. If a PGTA bargaining unit member is concerned about the validity of a medical mask exemption, the member shall express the concern in writing to the site administration. The site administration will respond to such concerns in writing within 72 hours.

- iv. If a student or staff member is exempt from wearing a mask indoors, all parents/guardians of the students in the affected classroom will be notified in writing by the site administration.
 - v. If a student or staff member is exempt from wearing a mask indoors, the District will provide an air purifier to the affected classroom. The air purifier specifications will be rated for the square footage of the room.
 - c. To the extent feasible, the District will provide masks to students who do not have one and will provide each classroom with extra face masks to replace those that are damaged, lost, or destroyed during the day. The supply of masks will be replenished by the District upon request. In the event the District becomes aware that it will not have sufficient masks to provide all students, it shall immediately notify PGTA and arrange a meeting to resolve safety concerns.
 - d. Visitors to school sites who are not exempt from wearing a mask and refuse to wear a mask indoors will be asked to leave the building. Students who are not exempt from wearing a mask and refuse to wear a mask while indoors on school grounds will be subject to appropriate disciplinary action in accordance with the District's Discipline Matrix and related Interventions for Grades K-12 plan.
 3. 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 will be repaired within 24 hours, if the parts are available, and if not repaired within 24 hours, the District will ensure that the classroom or affected area is supplied with sufficient hand sanitizer and disinfectant wipes.
 4. The District will continue to 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 safety permitting. Air filters will be checked and replaced at least each semester. The District will inform each site when the air filters have been changed.
 5. The teacher will send a student to the health office if the student reports or exhibits any of the symptoms described in the District's COVID Safety Plan:
 - Temperature of 100.4 degrees Fahrenheit or higher
 - Sore throat
 - Cough (for students with chronic cough due to allergies or asthma, a change in their cough from usual)
 - Difficulty breathing (for students with asthma, check for a change from their baseline breathing)
 - Diarrhea or vomiting
 - New onset of severe headache, especially with a fever.

Any student exhibiting one or more of the symptoms will not be returned to the classroom for the remainder of the school day unless the nurse or a health care assistant or trained substitute health

care assistant determines that it is safe to do so. If a nurse, health care assistant, or trained substitute health care assistant sends a student home because of COVID symptoms, the student may not return to the classroom until they are symptom-free without the use of over-the-counter medication for at least 24 hours. Once students are symptom-free for the required 24 hours, students will remain home until the start of the next school day. When testing is available, the district will offer all students an on-site COVID test when they return. In the event the District runs out of free test kits, it will assure there is no interruption in its testing program.

6. The District will notify all PGTA members who have had close contact with a student or other staff members who have tested positive for COVID in writing within 24 hours of learning of the confirmed positive case.
7. If a PGTA member is required to quarantine or isolate due to a school related COVID exposure:
 - a. The District will provide information regarding eligibility for Workman's Compensation as well as information on how to apply.
 - b. To the extent feasible, the District will provide access to a free Rapid Response COVID test for the employee and all family members who reside with the employee and have had close contact with the employee within 24 hours of the reported exposure. If a free test is not available, the District will provide a Rapid Response test at the District's expense. PGTA members will not use sick leave or personal time to secure a Rapid Response test when the potential exposure occurred on school grounds.

Instructional Practices

8. If a classroom or site is required to close by CDPH or the County Health Department for one to ten school days,
 - a. Teachers will check in with students, take attendance, and assign asynchronous work for the first two days.
 - b. On each subsequent day, elementary teachers will provide live instruction that meets the minimum instructional minutes (no less than 2.5 hours) per day required by the state for independent study. On each subsequent day, high school teachers will provide live instruction that meets the minimum instructional minutes (no less than fifty percent of each period of live instruction) per day required by the state for independent study.
 - c. All other provisions of the Collective Bargaining Agreement regarding preparation time and duty-free lunch will be preserved.
9. If a classroom or site is required to close for more than 10 school days or indefinitely, PGTA and the District agree to provide online instruction to meet the instructional minute requirements of the California Department of Education.

- a. PGTA and the District agree to negotiate an addendum to this MOU to address negotiable impacts of the program that are implemented by the District.
 - b. PGTA and the District agree to form a committee at each level (elementary, middle school and high school) no later than ten (10) school days after the MOU is ratified to create a framework regarding distance learning.
 - c. Each committee will be comprised of at least two but no more than four PGTA members and at least one but no more than three administrators. Except as may be subsequently agreed, all meetings of the committee shall be held outside of the instructional day and shall be compensated at the hourly instructional rate provided in the collective bargaining agreement.
10. Support for students enrolled at Independent Study through North Monterey County Unified School District (NMC) shall be provided under the following conditions.
- a. The District will coordinate with NMC to transition PGUSD students who have requested independent study and who are not attending PGUSD schools in person to NMC caseloads as soon as NMC is willing and able to provide those necessary services. If NMC is unable and/or unwilling to provide the services, the District will do the following in this order: seek to contract out the services and then seek retirees to provide the services. Upon request, updates will be provided to the PGTA President.
 - b. If the options listed above for providing the necessary services are not available, PGTA bargaining members will provide services including, but not limited to Speech and Language services, to students who are not attending in-person under the following conditions:
 - i. The District will solicit qualified volunteers to provide the SPED services, including but not limited to, Speech and Language services, before tasking any unit member to perform the services.
 - ii. PGTA bargaining members shall be compensated at the instructional hourly rate of pay per the CBA, for any additional work required to be performed beyond the teacher's regular workday. The employee will be compensated up to a maximum of five (5) hours per week on average over a thirty (30) day period subject to the approval of the administration. The maximum of five (5) hours may be exceeded with the written pre-approval of the site administration.
 - iii. PGTA bargaining members will be compensated retroactively for work completed from the start of the 2021-2022 school year at the hourly rate of pay per the CBA. The Human Resources Office shall prepare the form to be completed.
 - iv. The bargaining unit members shall record their hours on a timesheet provided by the District. Timesheets shall be submitted twice monthly for review, approval, and payment.
11. Any PGTA bargaining member who is required to provide any combination of in-person and online instruction concurrently will do so under the following conditions:

- a. The District will solicit qualified volunteers to provide the concurrent instruction before tasking any unit member to perform the services.
 - b. The PGTA bargaining member shall be compensated at the instructional hourly rate of pay per the CBA, for any additional work required to be performed beyond the teacher's regular workday not to exceed five (5) hours per week on average over a thirty (30) day period subject to the approval of the administration. The maximum of five (5) hours may be exceeded with the written pre-approval of the site administration. The PGTA bargaining unit member shall record their hours on a timesheet provide by the District. Timesheets shall be submitted twice monthly for review, approval, and payment.
 - c. PGTA bargaining members will be compensated retroactively for work completed from the start of the 2021-2022 school year at the hourly rate of pay per the CBA. The Human Resources Office shall prepare the form to be completed.
 - d. The District will provide the PGTA bargaining member with an instructional aide to assist with the instruction of the student.
12. The District nurse shall be compensated at the instructional hourly rate of pay per the CBA, for any additional work required to be performed beyond his/her regular workday.
- a. Compensation will not exceed five (5) hours per week on average over a thirty (30) day period subject to the approval of the administration. The maximum of five (5) hours may be exceeded with the written pre-approval of the district administration.
 - b. The nurse shall record his/her hours on a timesheet provided by the District. Timesheets shall be submitted twice monthly for review, approval, and payment.
 - c. PGTA members will be compensated retroactively for work completed from the start of the 2021-2022 school year at the hourly rate of pay per the CBA. The Human Resources Office shall prepare the form to be completed.
13. To the greatest extent possible, the following meetings will be held virtually.
- a. Parent-teacher conferences will be held virtually unless a parent requires an in-person meeting.
 - b. Other meetings with parent/guardians including, but not limited to, Student Study Team meetings, IEPs, and 504s, will be conducted virtually unless a parent requires an in-person meeting.
14. If the District, in consultation with PGTA, determines that it will hold Open Houses at the school sites, no less than two weeks prior to the scheduled Open House, the Parties shall meet and work together to resolve any safety concerns.

General Provisions

- 13. 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 will prevail, and the inconsistent term of this MOU will be disregarded. In this instance, the Parties will 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.
- 14. With the understanding that the pandemic is changing rapidly, each Party preserves the right to make proposals and negotiate a modification to this agreement.
- 15. 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 will have the same force and effect as original signatures. Electronic signatures will be deemed original signatures.
- 16. Board Approval Required. This MOU is contingent upon approval of the District Governing Board.
- 17. This MOU is subject to ratification by the bargaining unit of the PGTA.
- 18. This MOU will expire in full without precedent on June 30, 2022, unless extended by mutual written agreement.

Dated: 10/18/2021

PGTA Team

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