



*Pasadena Unified School District  
Human Resources  
Education-Employees-Excellence*

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**TO:** Brian McDonald, Ed.D., Superintendent  
Board of Education

**FROM:** Steven Miller, Ed.D., Chief Human Resources Officer

**DATE:** June 30, 2020

**RE:** UTP Bargaining June

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**Purpose of today's meeting was to hear proposal from UTP Negotiating the Health and Safety for Reopening of school for 2020-2021 school year.**

District read from CASBO SB98: Provided for your reference.

UTP presented an MOU that contained 29 items of concern for health, safety, and other provisions such as special education protocols.

PUSD produced a counter MOU with measures that were broader in nature- we are currently creating and implementing health and safety guidelines for teachers and students returning to in-person school.

Teams agreed to meet again on July 6 and continue discussions.



## OFFICE OF THE GOVERNOR

JUN 29 2020

To the Members of the California State Senate:

I am signing Senate Bill 98, which provides schools with the resources and flexibilities necessary to provide quality public education during the COVID-19 pandemic. Among other things, this bill protects school funding from uncertainties caused by COVID-19, including for schools that offer distance learning to accommodate public health and safety conditions.

The fiscal protections offered to schools by this measure are predicated on new standards for distance learning that prioritize quality instruction for all students. The preferred method of instruction will always be in-person; students gain the most from the relationships developed through in-person interactions. However, it is the expectation of the state that if a school offers hybrid or mixed-delivery instructional models, it will do so through a framework of maximum teacher-student engagement, with plans in place to ensure that no child falls through the cracks. This balance of flexibility for schools and instructional accountability is essential to navigate the COVID-19 pandemic while minimizing the impact of educational disruption on student learning.

While maintaining school funding at current levels allows for stability in the public education system, it does not take into account schools that had planned expansions. By not funding those expansions, families enrolled in those schools may be displaced, with impacts exacerbated by the uncertainties caused by COVID-19. I urge members of the Legislature to pursue targeted solutions to these potential disruptions, and will work with you in the coming weeks to enact them.

Sincerely,

Gavin Newsom



## MEMORANDUM OF UNDERSTANDING

Pasadena Unified School District

And

United Teachers of Pasadena

### COVID-19 Health and Safety Guidelines

June 30, 2020

The Pasadena Unified School District (PUSD) and United Teachers of Pasadena (UTP), enter into this Memorandum of Understanding (MOU), and agree as follows:

1. The District will comply with the COVID-19 guidelines issued by the Pasadena Public Health and/or LA County Health Departments, as applicable, as to the location of the site.
2. Unit members are expected to comply with local health authorities by arriving to work with their own protective masks/shields. In addition, the district shall make available masks and other protective gear as required by the Pasadena Public Health Department.
3. The District shall implement the protocols recommended in the *Stronger Together-A Guidebook for the Safe Reopening of California Public Schools* from the CDE for monitoring and screening of employees and students.
4. COVID 19 Issues related to Special Education students will be addressed by the District Safety Committee and Special Education Department and consistent with the *Stronger Together-A guidebook for The Safe Reopening of CA Public Schools* from CDE.
5. Any meal served in the classroom will be consistent with the pilot program protocols that were conducted during the 2019-2020 school year; students and food service staff will be responsible for the meal service. Teachers will monitor to ensure the implementation of social distancing.
6. Hand soap and/or hand sanitizer protocols and related public health measures addressed by the District Safety Committee and the Covid-19 Industry Guidelines: Schools and School Based Programs.
7. Unit members will be entitled to use the applicable leave provisions in UTP/PUSD Collective Bargaining Agreement and any additional paid leave mandated by the state or federal government, including HR6201 in the Families for Coronavirus Response Act.
8. The District shall limit access to the school site by visitors/parents/caregivers to the main office, where temperature checking and physical distancing will be implemented.
9. Children's Centers shall follow the guidelines of the Pasadena Public Health Department and the California Department of Education concerning Children's Centers and Early Childhood Education.

10. Either party may reopen negotiations on this MOU concerning health and safety related issues not anticipated in these provisions. In this case, the parties shall return to the virtual bargaining table within five (5) days to amend this agreement appropriately.
11. All provisions of this MOU shall expire upon the opening of all PUSD schools, or on May 28, 2021, whichever occurs sooner, with the exception of summer school programs and Extended School Year (ESY).

HEALTH AND SAFETY CONDITIONS THAT MUST EXIST PRIOR TO REOPENING  
SCHOOLS TO "IN-PERSON" TEACHING AND LEARNING

Prior to the Governor's Executive Order to "Stay-At-Home, local education agencies closed on or about March 16, 2020 for the remainder of the 2019-2020 school year. On April 14, 2020 Governor Newsom outlined Six Critical Indicators the State Shall Consider Before Modifying the Stay-Home Order and Other COVID-19 Interventions. Governor Newsom has been moving the state through a methodical four-step process for reopening businesses and public schools. The reopening of the state's public schools is imminent and will contain guidelines for school districts to following in the "reopening" process.

The manner in which schools reopen must be informed by the technical assistance and directions of various health and safety organizations to include the Centers for Disease Control, California Department of Occupational Safety and Health; and most importantly, the Los Angeles County Department of Public Health.

It is understood that the Governor's Office of Emergency Services and the Department of General Services will distribute personal protective equipment and other supplies to schools and childcare facilities, e.g., no-touch thermometers, hand sanitizer, face shields for every teacher, cloth face coverings for staff and students, and tight-fitting N-95 masks for health care professionals in schools. The idea of classes resuming in the fall renews concerns about health and safety conditions.

This Agreement is intended to meet the health and safety needs of students and educators in the event of a physical reopening wherein students and educators return to a classroom setting for the purpose of "in-person" teaching and learning. The parties agree that the essential conditions of reopening our schools include the following:

1. The District shall take all appropriate health and safety measures regarding decontamination, disinfection, and sanitization of all classrooms, offices, buildings, and worksites in compliance with Cal-OSHA standards, before any members are required to report to their respective duty station.
2. Appropriate ventilation and filtration of air in compliance with Cal-OSHA standards, including changing air filters before any members are required to report to their respective duty station and on an ongoing basis.
3. The District shall ensure that all sinks to include those in bathrooms, cafeterias/kitchens classrooms, and offices are functioning with water and stocked with soap and paper towels.
4. The District shall provide accommodations to allow for physical distancing of no less than six feet inside and outside of the workspace, e.g., during IEP or SST meetings, classrooms, offices, libraries, lounges, gyms, locker rooms, cafeterias, and all other shared spaces.
5. The District shall provide the measurements and maps of each room at each site so the maximum number of bodies allowed in each room can be determined to ensure six feet of physical distancing can be followed between students and all staff members.

6. The District shall require and provide mask coverings for all employees and students in accordance with the most current direction from the Governor's Executive Order (\_\_\_).
7. The District shall provide an implementation plan for access to health services including nurses and medically trained personnel to assist and monitor student and employee health in collaboration with the Los Angeles County Department of Public Health.
8. The District shall provide an implementation plan for administering daily health assessments of unit members and students before entering work sites on a daily basis, e.g., no-touch temperature checks, COVID-19 symptoms, etc.
9. The District shall provide an implementation plan for the ongoing maintenance and a qualified health care provider staffing an "isolation room" for referred employees and students who meet COVID-19 symptoms, etc.
10. The District shall provide an implementation plan for ongoing COVID-19 testing and contact tracing, in cooperation with the appropriate Health Agency, for those individuals who are symptomatic.
11. The District shall provide a clear and defined implementation plan for students with disabilities that addresses:
  - a. Students who are medically fragile or have other needs that refuse to or are unable to wear masks.
  - b. Physical distancing for students who require medical and personal care from instructional staff, including diapering and medical needs
  - c. Physical distancing given lack of space and facility limitations in many special education classrooms, especially for those students with moderate to severe disabilities
  - d. Providing related services to students while maintaining appropriate physical distancing
  - e. How related service providers will conduct assessments while maintaining appropriate physical distancing
  - f. How staff will handle providing support for students who are a danger to themselves and others
  - g. Students and their support providers who are Deaf and Hard of Hearing are provided with clear masks or face shields.
  - h. Face shields provided for students who are not able to wear a mask.
  - i. Home Hospital Teachers shall be provided with additional PPE for Home Instruction.
12. The District shall provide an implementation plan for SST, IEP, and other parent/guardian related meetings.
13. No bargaining unit members shall participate in any aspect related to the service of classroom meals.

14. The District shall provide an implementation plan to provide hand soap and/or hand sanitizer for every classroom, hand sanitizer stations throughout every school site, and access to hand sanitizer at each member workstation who does not have a traditional classroom assignment.
15. The District shall provide a schedule for ongoing daily classroom custodial and/or disinfecting service.
16. The District shall provide an implementation plan for accommodating vulnerable unit members due to age and/or pre-existing health conditions.
17. The District shall provide an implementation plan for emergency closure of a school or schools up to and including closure of all district school sites.
18. The District shall provide an implementation plan for providing mental health counseling and emotional support by trained counselors for students, staff, and the school community.
19. The District shall have no "in-person" faculty meetings and no "in-person" group meetings larger than ten people with physical distancing and mask or face shield protection.
20. The District shall have no Back-to-School and Open House events, Parent/Teacher Conferences, etc.
21. The District shall limit access to the school site by visitors/parents/caregivers to the main office, where temperature checking and physical distancing will be implemented.
22. Children's Centers shall conform to the same conditions as all other work sites.
23. The District shall furnish to the Association copies of all plans, maps, and schedules delineated herein no later than July 31, 2020, or at least 10 working days prior to any later scheduled return to work sites.
24. The parties agree to bargain separate agreements to address all other "reopening schools" related issues that fall within the scope of bargaining as well as the impacts and effects thereof, prior to July 31, 2020.
25. Given the uncertainty of the situation, either party may notice the other of the need to reopen and bargain health and safety related issues not anticipated in the provisions of this MOU. In this case, the parties shall return to the virtual bargaining table within five (5) working days to amend this agreement appropriately.
26. All provisions of this MOU shall otherwise continue throughout the 2020-2021 school year, unless and until the parties determine to amend particular provisions as the result of directions from the Los Angeles County Office of Public Health and/or an Executive Order from Governor Newsom. In each case, the parties shall return to the virtual bargaining table within five (5) working days to amend this agreement appropriately.
27. The parties agree that the terms and conditions of this MOU shall be subject to Article V Grievance Procedure contained in the Collective Bargaining Agreement.
28. The provisions of this MOU are effective immediately upon completion of the signatures from both parties.

29. Finally, it is understood that if the District is unable to provide and sustain these health and safety conditions, it must consider a return to distance learning. The instructional option of combining "in-person learning" and "distance learning" shall become a viable option if and only if the District can provide the full extent of the health and safety conditions required in this Agreement.