



Pasadena Unified School District

Human Resources

MEMORANDUM

DATE: July 15, 2020

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

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

RE: Confidential: UTP Bargaining Updates

The District and UTP held negotiations yesterday, Tuesday, July 14, 2020. The purpose of negotiations was to continue our "effects" bargaining as it relates to Health and Safety for Reopening Schools.

The District presented Counter Proposal #4 and at the conclusion of negotiations UTP presented their proposal #4. Both sides have identified numerous areas of agreement, however there are some outstanding areas of concern that have not been resolved.

We will return to the table on July 28th for a full day of negotiations.

Please see attachments.

MEMORANDUM OF UNDERSTANDING

Pasadena Unified School District

And

United Teachers of Pasadena

COVID-19 Health and Safety Provisions

July 14, 2020

The Pasadena Unified School District (PUSD) and United Teachers of Pasadena (UTP), enter into this Memorandum of Understanding (MOU). This MOU 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 implement all appropriate health and safety measures regarding decontamination, disinfection, and sanitization of all classrooms, offices, buildings, and worksites *in-compliance-with the guidelines and standards set-mandated by the Pasadena Public Health Department and LA County Public Health Departments, California Department of Education (CDE), Los Angeles County Office of Education (LACOE), and Cal-OSHA*, before any members are required to report to their respective duty station.
2. The District shall provide appropriate ventilation and filtration of air in *accordance with CDC guidelines compliance with Cal-OSHA standards*, including changing air filters, *as needed*, before any members are required to report to their respective duty station and on an ongoing basis.
3. Bargaining unit members will have access to sinks with functioning water in bathrooms, cafeterias/kitchens, classrooms, and offices stocked with soap and paper towels.
4. The District shall honor physical distancing recommendations of no less than six feet, yet meet student medical, personal, or support needs by means of *appropriate*-PPE (ie: gowns, masks and/or face shield, and gloves), inside and outside of the workspace, e.g., during IEP, SST, and other Parent/Teacher Meetings, classrooms, offices, libraries, lounges, gyms, locker rooms, cafeterias, and all other shared spaces.
5. The District shall determine maximum occupancy of persons in each room at each site while meeting six-foot physical distancing objectives.
6. The District shall require ~~and provide~~ face coverings for all employees and students and *provide a face covering if the employee or student does not have a clean face covering* 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 *medically trained* nurses and *medically-other* trained personnel to assist and monitor students health in collaboration with the Pasadena Public Health Department.
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 of a restricted area for referred students and employees who meet COVID-19 symptoms, staffed by a *medically trained* nurse or *other* trained personnel.
10. The District shall provide an implementation plan for ongoing COVID-19 testing and contact tracing, consistent with the Pasadena Department of Public Health guidelines, for those individuals who are symptomatic.
11. The District shall provide an implementation plan that meets the needs of students with disabilities and/or special needs that addresses:
 - a. Students who the District determines are medically fragile or have other needs that are unable to wear masks.
 - b. Gowns, masks, face shields, and gloves for bargaining unit members when performing diapering and medical needs
 - c. Providing related services to students while maintaining appropriate physical distancing
 - d. Related Service Providers and teachers conducting assessments while maintaining appropriate physical distancing
 - e. Support for students who the District determines are a danger to themselves and others
 - f. The need for clear masks and face shields for students who are Deaf and Hard of Hearing, and their support providers.
 - g. Students who are not able to wear a mask.
 - h. The need for gown, masks, face shields, and gloves for Home Hospital Teachers and related service providers for Home Instruction.
12. The District shall provide an implementation plan for physical distancing while conducting 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 during any unit member's planning and preparation time, *instructional time*, duty-free break, and duty-free lunch.
14. The District shall provide access to hand soap and/or hand sanitizer for members who do not have a traditional classroom assignment.
15. The District shall provide an implementation plan ~~that includes a schedule~~ for ongoing daily classroom custodial and/or disinfecting service.

July 14, 2020

Time:..

16. UTP bargaining unit members shall be informed of their paid leave entitlements under the provisions of the Families First Coronavirus Response Act (FFCRA) regarding paid sick leave and expanded family and medical leave for specific reasons related to COVID-19.
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 guidelines for mental health counseling and emotional support for students and staff.
19. Faculty meetings shall be conducted virtually *with the exception of meetings held in groups of ten or less with physically distancing and mask and/or face shield protection.*
20. The District shall have no in-person Back-to-School and Open House events unless *impacted by number 26.*
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 and *other recommendations from the California Department of Education.*
23. The District shall furnish to the Association copies of all plans ~~maps, and schedules~~ delineated herein no later than three (3) working days prior to unit members being required to 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. 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) days to amend this agreement appropriately.
26. All provisions of this MOU shall *expire when the District instructional program is back to pre-Corona Virus conditions as determined by the Governing Board or the State, or, on June 4, 2021, whichever occurs sooner. 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. *This MOU shall not create a precedent or serve as past practice when it expires.*

Dated: July _____, 2020

UNITED TEACHERS OF PASADENA

Dated: July _____, 2020

PASADENA UNIFIED SCHOOL DISTRICT

PUSD Counter Proposal #4

July 14, 2020

Time:

Allison Steppes, Ed.D., President

Steve Miller, Ed.D., Chief Human Resources Officer

Alvin Nash, Bargaining Chairperson

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