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**MEMORANDUM OF UNDERSTANDING
BETWEEN PASADENA UNIFIED SCHOOL DISTRICT
AND UNITED TEACHERS OF PASADENA
HYBRID SIMULTANEOUS MODEL SCHOOL REOPENING DURING COVID-19 PANDEMIC FOR
PRE-K THROUGH 5th GRADE**

March 16, 2021

The Pasadena Unified School District ("District") and United Teachers of Pasadena ("Association") (hereinafter collectively referred to as "Parties") enter into this Memorandum of Understanding ("MOU") regarding schools reopening during the coronavirus ("COVID-19") pandemic. The following provisions shall apply to all work sites, including Children's Centers.

Health & Safety

1. The District shall adhere to the strictest COVID mandates issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and/or the Pasadena Public Health Department issued as of March 10, 2021. The parties agree to meet as soon as possible to negotiate the impact and effects of revisions or updates to those guidelines.
2. A unit member will not be required to perform in-person instruction until all safety protocols detailed in this agreement is in place and functioning.
3. The District shall implement all appropriate health and safety measures regarding decontamination, disinfection, and sanitization of all classrooms, offices, buildings, and worksites mandated by California Department of Public Health before any members are required to report to their respective duty station.
4. The District shall provide appropriate ventilation and filtration of air in compliance with Cal-OSHA requirements, including changing air filters before any members are required to report to their respective duty station and on an ongoing basis.
5. In-person instruction may commence in those occupied areas that are:
 - a. Equipped with a centralized HVAC system with air filtration with a minimum efficiency reporting value (MERV) of 13 or better; or
 - b. Equipped with a centralized HVAC system with air filtration with a minimum efficiency reporting value (MERV) of 8, AND portable air filtration units with a clean air delivery rate (CADR) of 250 or greater per 1000 square feet of floor area.
6. Bargaining unit members will have access to sinks with functioning water in bathrooms, cafeterias/kitchens, classrooms, and offices stocked with soap and paper towels.
7. The District shall comply with the following hand washing logistical requirements:
 - a. every room with a sink shall be stocked with soap, hand sanitizer, and paper towel dispenser;
 - b. every classroom shall be provided hand sanitizer;
 - c. non-classroom workspaces shall be provided hand sanitizer;
 - d. hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point;
 - e. all hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.

8. **Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon entering district sites and every time a classroom is entered.**
9. **The District shall honor physical distancing recommendations of no less than six feet, yet meet student medical, personal, or support needs by means of PPE (ie: gowns, masks and/or face shield, and gloves), inside and outside of the workspace, e.g., classrooms, offices, libraries, lounges, gyms, locker rooms, cafeterias, and all other shared spaces.**
10. **Physical Distancing**
 - a. **Physical distancing of students and staff shall be required at all times and in all locations, including recess, lunch, nutrition, passing periods, before and after school.**
 - b. **The District shall provide an implementation plan for every school site and program, including Children's Centers, by installing signage reflecting direction of traffic to reflect one-way traffic during passing periods, nutrition, recess, and lunch times.**
 - c. **Signage shall be posted to indicate direction of travel, maintaining six feet distance, hand-washing, and wearing a mask at all times.**
11. **The District shall determine maximum occupancy of persons in each room at each site while meeting six-foot physical distancing objectives.**
12. **The District shall require 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 and County of Los Angeles Department of Public Health Order of the Health Officer.**
13. **The District shall supply properly fitting disposable 3-ply surgical masks ("masks"), in accordance with the strictest federal, state, and local guidelines currently in effect. Individuals who cannot wear a mask because of a documented health issue or in very limited circumstances when performing job duties that cannot be done with a mask on 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 which prevents or obstructs the use of the apparatus.**
14. **The District shall provide an implementation plan for access to health services including medically trained nurses and nurse-trained personnel to assist and monitor students health in collaboration with the Pasadena Public Health Department.**
15. **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. Visitors with any symptom consistent with COVID-19 (as identified by the CDC and other health agencies) shall be denied entry. Staff and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 should be sent home or sent to an isolation room on site pending travel home.**
16. **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 nurse-trained personnel.**
17. **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.**
18. **Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing in conjunction with local health department officials. The District shall inform all bargaining unit members who were on the premises at the same worksite as the individual during the infectious period of their potential exposure in writing within one (1) workday. This notice shall also include a description of the COVID-19 related benefits available to unit members and the District's disinfection plan that will be implemented. A copy of such notice shall be provided to the Association at the same time it is provided to the affected bargaining unit members.**

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19. The District shall implement a COVID-19 testing plan as required by the California Department of Public Health (CDPH). The District will participate in the testing schedule outlined in Table 3 “Testing Cadences with Support of the State of California for K-12 Schools” on pages 39 – 40 of the “COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year,” issued by the CDPH on January 14, 2021. The District will utilize the State of California Valencia Lab program [, or one that is substantially similar to or better in accuracy, turnaround time, and cost,] for the testing cadences.
20. 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.
 - i. N95 masks must be given to members with high numbers of daily workplace contacts or who have students who are unable to wear a face mask upon request.
21. The District shall provide an implementation plan for physical distancing while conducting SST, IEP, and other parent/guardian related meetings.
22. 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.
23. The District shall not require a unit member to monitor ingress and egress locations except as follows:
- a. to support high need students
 - b. to walk students from entrance and/or exit for safety.
24. The District shall provide access to hand soap and/or hand sanitizer for members who do not have a traditional classroom assignment.
25. The District shall provide an implementation plan that includes a schedule developed by the District ongoing daily classroom custodial and/or disinfecting service as mandated by the County of Los Angeles Department of Public Health Order of the Health Officer.
26. 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.
27. Unit members who have or may have been exposed at work to the coronavirus and are required to be quarantined while schools in the District are still open may file a worker’s compensation claim.
28. Unit members who provide documentation of an underlying high-risk condition or reside with someone with documentation of an underlying high-risk condition may take leave of absence authorized under Article IX in the current collective bargaining agreement and other applicable state and federal laws.

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29. In the event a bargaining unit member is unable to return to in-person instruction because either they or someone in their household is at high risk for COVID-19, and an alternative or remote assignment is unavailable to them, such member may take leave of absence authorized under Article IX in the current collective bargaining agreement and other applicable state and federal laws.

30. 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.

31. Closure of Classrooms/Schools

- a. The District shall provide an implementation plan for emergency closure of a classroom, school(s), or unit member worksites up to and including closure of all district school sites.
- b. The District shall provide an implementation plan for contact tracing in coordination with the appropriate Health Agency by November 13, 2020.
- c. The District shall immediately notify the Association when an outbreak occurs. The District and Association shall jointly contact the local public health department to determine if schools and/or worksites should be closed by local direction or if the outbreak is of sufficient magnitude to cause closure pursuant to state or federal guidance. If closure is recommended by the local public health department or otherwise required by state or federal guidance, the District and Association shall immediately bargain the impact and effects of the closure.

32. The District shall provide guidelines for mental health counseling and emotional support for students and staff.

33. Faculty meetings shall be conducted virtually.

34. IEPs, SSTs, and other Parent Teacher meetings shall be conducted virtually.

35. The District shall have no in-person Back-to-School and Open House events.

36. School Site Access

- a. Parents and other adults shall only be allowed on campus if they have an emergency or an appointment, shall check in and remain in the main office after a health screening.
- b. District authorized Level 2 volunteers accessing school sites shall be limited and subject to the District temperature and symptom checking and adhere to physical distancing requirements/face coverings in accordance with Pasadena Department of Public Health. Given the limited capacity for classrooms and to prioritize teachers, students and instructional aides, Level 1 volunteers shall not be allowed on site until the guidelines change from the Los Angeles Public Health Department.
- c. 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.

37. Classroom and Office Environment

- a. Windows and/or doors that open to the outside shall remain unlocked and have the ability to open to provide for additional ventilation.
- b. There shall be no area rugs in classrooms.
- c. Classrooms shall be disinfected daily, including carpets.
- d. The District shall instruct students not to sit on the floor/carpet or in meeting spaces (no shared flexible seating).
- e. Desks shall be arranged facing forward, six feet apart to allow for physical distancing.
- f. The District shall instruct students not to share supplies (pencils, rulers, art supplies, etc.). The District shall provide the necessary supplies.
- g. Teachers shall not be responsible for sanitizing student supplies.

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- h. A plexiglass station shall be provided for all unit members for working one-on-one with students.
- i. Testing materials shall be consumables or not shared.

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Hybrid Simultaneous Instruction

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38. Hybrid Simultaneous Instructional Model

- a. Students shall attend daily within a cohort of students, X & Z (Y If needed). Cohort X shall be on campus for live, in person instruction Tuesdays through Fridays, and Cohort Z shall be online for live, synchronous instruction Tuesdays through Fridays.
- b. Cohort Y shall be created should the number of students requesting in-person access exceed the number of students permitted on campus. In such case, Cohorts X & Y will rotate between in-person and online access.
- c. Mondays will be a remote learning day for students and a remote work day for all bargaining unit members which shall include distance learning, planning, "A" district driven meetings, and "B" unit member driven activities in accordance with Article VI Hours of the Collective Bargaining Agreement. These meetings and instructional sessions shall be in a virtual setting.
- d. Instructional minutes
 - i. Instructional minutes for Children's Centers shall be 120 minutes per day five days a week. Student start and end times vary between 7:00 a.m. and 6:00 p.m. Monday - Friday.
 - ii. Instructional minutes for Early Childhood Programs (ECP) shall be 180 minutes per session with two sessions per day and shall include daily live synchronous instruction three days per week. The first session start time shall be 8:00 a.m. and dismissal time 11:00 a.m., and the second session start time shall be 12:00 p.m. and dismissal time 3:00 p.m. Monday-Friday.
 - iii. Instructional minutes for TK-5th grade shall be 240 minutes and shall include live synchronous instruction one day per week (Monday) and daily live instruction four days per week in the student's selected setting (online or in-person). Start time 8:00 a.m., dismissal time 12:00 p.m. on Mondays, 12:55 p.m. Tuesday - Friday, in accordance with the Phase 1 / 2 schedule used for Distance Learning model.
 - iv. Instructional minutes for 6-8 grade shall be 300 minutes and shall include live synchronous instruction one day per week (Monday), and daily live instruction four days per week in the student's selected setting (online or in-person). Start time 8:15 a.m., dismissal time 12:15 p.m. on Mondays, 1:55 p.m. Tuesday - Friday, In accordance with the Phase 1 / 2 schedule used for Distance Learning model.
 - v. Instructional minutes for 9-12 grade shall be 300 minutes and shall include live synchronous instruction one day per week (Monday), and daily live instruction four days per week in the student's selected setting (online or in-person). Start time 8:30 a.m., dismissal time 12:30 p.m. on Mondays, 2:10 p.m. Tuesday - Friday, in accordance with the Phase 1 / 2 schedule used for Distance Learning model.

39. Workday

- a. Bargaining unit members shall perform professional duties equivalent to the position's job description.
- b. School Psychologists, Speech Language Pathologists, RSP teachers, Adaptive PE teachers, and itinerant teachers shall continue to provide services virtually; however assessments will be conducted in person (see: 21 d.).

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- c. **Teachers on Special Assignment, inclusive of Instructional Coaches, shall not be required to provide substitute teaching or classroom coverage. Teachers on Special Assignment, inclusive of Instructional Coaches, shall not be required to go in person to any classroom.**
- d. **Twenty minutes before (eighteen minutes before for high school) and twenty minutes after the instructional day shall be used for instructional planning, preparation, and student/parent conferencing at the unit member’s discretion (e.g. online lessons, review online work, and prepare for students).**
- e. **The Monday schedule from Distance Learning shall remain the same.**
- f. **The Hybrid Simultaneous Model workday shall begin and end as follows:**
 - i. **Children’s Center workday shall be 7:00 a.m.- 3:00 p.m., 8:00 a.m.-4:00 p.m., 9:00 a.m. - 5:00 p.m., or 10:00 a.m.-6:00 p.m..**
 - ii. **For ECP, the Hybrid Simultaneous Model workday shall begin and end 7:30 a.m. – 3:30 p.m.**
 - iii. **TK, and Elementary, including McKinley K-5, workday shall be 7:40 a.m. - 2:45 p.m.**
 - iv. **Middle school, including McKinley 6-8 and excluding Blair and Marshall middle schools, workday shall be 7:55 a.m. - 3:15 p.m.**
 - v. **High school, including Blair and Marshall middle school, workday shall be 8:10 a.m. - 3:30 p.m.**
 - vi. **Nurses and Speech Language Pathologists workday shall be the same as teachers at their work site.**
 - vii. **Notwithstanding the provisions of Section 6.2, the on-site workday for counselors and librarians shall be eight and on-half (8.5) hours, including a duty free lunch of not less than thirty (30) minutes.**
 - viii. **School Psychologists and TOSA IIs workday shall be 8:00 a.m. - 5:00 p.m.**

40. Class Size

- a. **The District shall determine the maximum occupancy of persons in each room at each site while meeting six-foot physical distancing objectives.**
- b. **The District shall provide the maximum occupancy with six feet of physical distance for each unit member’s work space in writing no later than November 13, 2020.**

41. Professional Development shall be ongoing and focused on topics including but not limited to the following topics:

- a. **Online instruction (e.g. Canvas, Webex, Google Meet, asynchronous and synchronous instruction).**
- b. **How to adapt current curriculum to meet the needs of a remote learning environment.**
- c. **Small group instruction while maintaining physical distancing.**
- d. **Supporting EL students and students with disabilities in a hybrid learning model**
- e. **Identifying COVID-19 and other health related topics.**
- f. **Supports for all students on Social Emotional Learning.**
- g. **Social Justice for all students and unit members.**

42. Student Discipline

- a. **The District shall provide an implementation plan for student behavior and discipline as it relates to COVID 19 health and safety protocols no later than December 11, 2020.**

43. PreK-Grade 2 Unit Members

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PreK-2 unit members shall be permitted to conduct up to five (5) days of Asynchronous Instruction during the dates of March 17, 18, 19 and March 29 and 30 to prepare classrooms for social distancing requirements. Unit members shall be on site from 7:40 a.m. - 2:45 p.m. The District shall provide assistance in moving a unit member's District property/materials prior to the reopening of school sites.

If the conditions of the pandemic allow for transition to reopening grades Pre-K through 2nd Grade as approved by the Board of Education, the following actions shall occur:

- a. PreK-2 unit members will return to work locations on April 1, 2021.
- b. Distance Learning for students will continue until April 12, 2021.
- c. During the Week of March 29, 2021, unit members shall not be required to conduct office hours with students (as scheduled in Distance Learning).
- d. In-person instruction for PreK-Grade 2 will begin on April 13, 2021.

44. Grades 3-5 Unit Members

Grade 3-5 unit members shall be permitted to conduct up to five (5) days of Asynchronous Instruction during the dates of March 17, 18, 19 and March 29 and 30 to prepare classrooms for social distancing requirements. Unit members shall be on site from 7:40 a.m. - 2:45 p.m. The District shall provide assistance in moving a unit member's District property/materials prior to the reopening of school sites.

If the conditions of the pandemic allow for transition to reopening grades 3-5 as approved by the Board of Education, the following actions shall occur:

- a. Grade 3-5 unit members will return to work locations on April 13, 2021.
- b. Distance Learning for students will continue until April 19, 2021.
- c. During the Week of April 12, 2021, unit members shall not be required to conduct office hours with students (as scheduled in Distance Learning).
- d. In-person instruction for Grades 3-5 will begin on April 20, 2021.

45. The District shall provide assistance in moving a unit member's District property/materials prior to the reopening of school sites.
46. If the Public Health agencies and the Board of Education determines the conditions of the pandemic do not allow for transition to Tier Three, Distance Teaching and Learning shall remain the instructional model.
47. The District shall make available to the Association copies of all plans implemented under this MOU, school site maps, and cleaning schedules developed by the District no later than three (3) working days prior to unit members being required to return to work sites as per the County of Los Angeles Department of Public Health Order of the Health Officer.
48. The District shall furnish to the Association electronic copies of all hybrid simultaneous learning plans and/or schedules implemented by the District no later than 10 working days prior to any scheduled return to work sites by bargaining unit members.
49. 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.
50. This MOU shall be suspended at such time District schools are reopened for 100% in-person instruction by the Board of Education.
51. All provisions of this MOU shall expire when the District instructional program is back to pre-Coronavirus conditions as determined by the State, or on July 31, 2021, whichever occurs sooner.
52. 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.

- 53. The provisions of this MOU are effective immediately upon completion of the signatures from both parties.
- 54. This MOU shall not create a precedent or serve as past practice when it expires. The parties may extend the terms of this MOU upon mutual consent.
- 55. The parties agree to negotiate the language for reopening for grades 6-12 upon completion of the reopening of grades Pre-K - 5 on March 26, 2021.

Dated: March 16, 2021

UNITED TEACHERS OF PASADENA

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Allison Steppes
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Allison Steppes, Ed.D., President

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Alvin Nash
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Alvin Nash, Bargaining Chairperson

Dated: March 16, 2021

PASADENA UNIFIED SCHOOL DISTRICT

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