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**MEMORANDUM OF UNDERSTANDING
BETWEEN PASADENA UNIFIED SCHOOL DISTRICT
AND UNITED TEACHERS OF PASADENA**

**DISTANCE LEARNING DUE TO THE STATE MANDATE
DURING THE COVID-19 PANDEMIC**

August 6, 2020

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 distance learning related to the coronavirus ("COVID-19") pandemic.

The District and Association agree as follows:

- 1. The District shall provide Distance Learning Handbook to the Association no later than August 3, 2020.**
- 2. The District shall provide an instructional plan to the Association no later than August 3, 2020. The instructional plan shall serve as an alternative to in-person classroom instruction that will serve the needs of general education students and special education students in a manner the District determines that promotes equity and complies with the guidelines contained in the Governor's Executive Order(s) as well as State and Federal guidelines.**
- 3. In accordance with SB 98, students must receive a minimum amount of daily instruction that can be met by a combination of teacher instruction and "time value" of work assigned.**
 - a. Instructional minutes for remote learning Child Development Programs: ECP shall be 120 minutes per session for two sessions per day. Instructional minutes for remote learning Child Development Program: Children's Centers shall be 120 minutes per session for two sessions per day.**
 - b. Instructional minutes for Kindergarten through 5th grade shall be 240 minutes of instruction Monday through Friday with synchronous and asynchronous times as per the Distance Learning Handbook as of July 31, 2020.**
 - c. Instructional minutes for 6th through 12th grade shall be 120 minutes of synchronous instruction on Mondays (Periods 1, 2, and 3 on A Mondays, Periods 4, 5, and 6 on B Mondays, 35 minutes per period and 5 minutes per passing period) and shall be 300 minutes, 80-95 minutes per period and 5 minutes per passing period) on Tuesday through Friday. Periods 1, 2, and 3 will meet Tuesday and Thursday, periods 4, 5, and 6 will meet on Wednesday and Friday with synchronous and asynchronous times as per the Distance Learning Handbook as of July 31, 2020. (Minutes will vary based on item f.)**
 - d. Instructional minutes for Muir High School shall be 120 minutes of synchronous instruction on Mondays (Periods 1, 3, 5, and 7 on A Mondays, Periods 2, 4, 6 and 8 on B Mondays, 25 minutes per period and 5 minutes per passing period) and shall be 300 minutes (60-70 minutes per period and 5 minutes per passing period) on Tuesday through Friday. Periods 1, 3, 5, and 7 will meet Tuesday and Thursday, periods 2, 4, 6,**

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- and 8 will meet on Wednesday and Friday with synchronous and asynchronous times as per the Distance Learning Handbook as of July 31, 2020.
- e. The District shall provide the schedules for each school site to the Association no later than August 6th, 2020.
 - f. Students with IEPs shall be served based on their Individual Education Program. Instructional minutes for these students shall be sufficiently flexible to meet their learning needs.
 - g. Advisory Period shall not exceed duration and frequency than during the 2019-2020 school year prior to COVID-19. Learning Lab shall not be included in the instructional day.
4. Distance learning activities provided to students shall include enrichment, engagement, intervention, and review in accordance with State and County mandates.
 5. The District shall provide bargaining unit members with professional development
 - a. on the use of technology and the delivery of instruction via distance learning.
 - b. on online platforms (Canvas, WebEx, and ASU Prep Digital), asynchronous and synchronous teaching, how to utilize the curriculum to meet needs of synchronous teaching, and best practices.
 - c. for at least one hour during each "A" Monday meeting time and, upon request, through a library of resources.
 - d. on August 12th and 13th devoted to Distance Learning and teaching virtually.
 - e. on August 20th and 21st (in lieu of October 16th and March 26th, Parent/Teacher Conference and Professional Development Days) devoted to Distance Learning and teaching virtually. Refer to the MOU dated July 31, 2020 regarding the Official Calendar for the 2020-2021 School Year.
 6. The District shall provide information concerning distance learning training opportunities to unit members via District email and virtual tools. This may include access to technical support personnel, help lines, and on-demand training.
 7. The use of any electronic listening and or recording device resulting in an audio and/or video recording of any distance learning session by an audience viewing, without the teacher's permission, shall be strictly prohibited. Such unauthorized recordings shall not be used as the basis for disciplinary action of a bargaining unit member.
 8. UTP unit members shall not be required to go to any students' or employees' home for any purpose, with the exception of unit members assigned to a Home Hospital position.
 9. The parties agree that distance teaching may, upon the request of the unit member only, originate from the unit member's school site location. All provisions of the Health and Safety MOU dated July 28, 2020 shall be in place before any unit member is allowed on campus. Unit members will work in their classroom/office alone to ensure health and safety.
 10. Unit members shall check their District email accounts daily and respond within 24 hours to student/parent inquiries during contractual hours.

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11. UTP unit members shall not be required to participate in remote meetings outside of their contractual hours. Unit members also shall not be required to participate in meetings during "B" Monday scheduled times and Tuesday through Friday.
12. The remote workday shall begin and end as follows:
 - a. Children's Center workday shall be 8:00 a.m. - 4:00 p.m.
 - b. ECP, TK, and Elementary school, including McKinley K-5, workday start time shall be 7:40 a.m., end time shall be 2:45 p.m.
 - c. Middle school, including McKinley 6-8, and excluding Blair and Marshall middle school workday start time shall be 7:55 a.m., end time shall be 3:15 p.m.
 - d. High school, including Blair and Marshall middle school, workday start time shall be 8:10 a.m., end time shall be 3:30 p.m.
 - e. Nurses and Speech Language Pathologists workday start time and end time shall be the same as the teachers at their worksite.
 - f. Counselors and Librarians workday start time shall be the same as the teachers at their worksite and end time shall be 30 minutes after the teachers end time.
 - g. School Psychologists and TOSA IIs workday start time shall be 8:00 a.m. and end time shall be 5:00 p.m.
13. On the days that schools were scheduled to have Back to School Night and Open House, the remote instructional day shall be three hours, and evening activities shall be virtual. Refer to Section 6.9.4 of the Collective Bargaining Agreement.
14. Unit members working remotely shall perform professional duties equivalent to their assignment prior to the COVID-19 related school closure.
15. Special Education teachers of students with moderate to severe disabilities will provide continuity of learning through a variety of distance learning resources as appropriate so that students with moderate to severe disabilities have access to the same learning opportunities as other students, to the extent practical.
16. Virtual tools shall be used to hold any necessary meetings, including IEP, 504, SST, and parent conferences to collaborate on a student's performance.
17. School Psychologists shall provide appointments for students for social emotional and/or behavioral needs, as well as communicate with families to provide support. Any appointments scheduled shall be conducted by virtual tools.
18. Counselors shall provide virtual appointments to students for counseling, monitoring, and guidance. These appointments or conversations shall be conducted via email or other virtual tools, as appropriate.
19. Speech-Language Pathologists shall provide any combination of direct services, collaboration and/or consultation to adapt lessons according to the student's Individualized Education Program (IEP). These lessons shall be conducted via virtual tools, as appropriate.
20. Designated Instructional Services (DIS) providers will provide support through Distance Learning, which may include a combination of direct services, collaboration, and/or consultation.

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21. **Resource Specialist Program (RSP) Teachers and Inclusion Teachers will work virtually with core content teachers through any combination of direct services, collaboration and/or consultation to adapt lessons according to the student's Individualized Education Program (IEP).**
22. **Unit members' compensation and health benefits shall not be reduced as a result of the COVID-19 related school closure so long as funding remains available under Executive Order N-26-20. Unit members who receive a stipend, additional percentage of base salary, ratio allowance, etc.; shall be paid accordingly as they were paid prior to the COVID-19 related school closure. This excludes travel stipends and mileage.**
23. **If a unit member has a need for an actual and necessary material and/or technological resource or expense, and it is agreed between the unit member and supervisor the need is actual and necessary, in the course of performing services for the district, the unit member shall contact the supervisor to request the necessary material(s) or resource(s). If a school/department cannot meet the needs of the unit member, the supervisor will work with the district to procure the necessary material(s) and/or resource(s). Material and/or technological requests shall be honored within 10 business days. If a particular circumstance requires more than 10 days, the unit member shall be notified accordingly, and the supervisor will make necessary accommodations in the interim.**
24. **Unit members shall be entitled to use the applicable leave provisions in the collective bargaining agreement and any additional paid leave mandated by the State or Federal governments, including HR6201 in the Families First Coronavirus Response Act.**
25. **If a unit member contracts the COVID-19 virus and/or is subject to quarantine due to the COVID-19 virus, the unit member shall receive leave benefits in accordance with the UTP/PUSD CBA and FFCVRA (HR 6201) pursuant to the provisions of the California Education Code, e.g., Education Code Section 44964.**
26. **All contractual provisions of assignments, reassignments, transfers, and filling of vacancies remain in effect during this period of COVID-19 school closure.**
27. **Unit members shall not be required to make up adjunct duties or committee assignments missed as the result of the COVID-19 school closure. Adjunct duties, district, and/or site committees shall be considered cancelled and will not be rescheduled.**
28. **The District shall comply with all safety and health measures mandated by the State and County to ensure the safety of unit members upon return to work.**
29. **Refer to the MOU regarding Evaluation Procedures dated July 31, 2020.**
30. **For purposes of disciplinary action, both parties shall resort to the use of the Collective Bargaining Agreement.**
31. **The July 31, 2020 MOU shall not be precedent-setting and shall not constitute past practice.**
32. **The July 31, 2020 MOU shall be suspended at such time District schools are reopened for any in-person instruction by the Board of Education.**
33. **All provisions of this MOU shall be suspended when the District instructional program to pre-Coronavirus conditions as determined by the State, or on June 4, 2021, whichever occurs sooner.**
34. **Either party may notice the other of the need to reopen and bargain Distance Learning 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.**

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35. Parties agree that the terms and conditions of this MOU shall be subject to Article V, Grievance Procedure, of the Collective Bargaining Agreement.

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36. The provisions of this MOU are effective immediately upon completion of the signatures from both parties.

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Dated: August 6, 2020

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UNITED TEACHERS OF PASADENA

PASADENA UNIFIED SCHOOL DISTRICT

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Alvin Nash, Bargaining Chairperson