



Pasadena Unified School District

Human Resources

MEMORANDUM

DATE: September 4, 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 engaged in “effects negotiations” regarding Hybrid (In Person + Distance Learning) Model School Reopening During COVID – 19 Pandemic on Wednesday, September 2, 2020. We did not reach resolution and plan to continue our talks on September 22, 2020.

Please see attached proposals.

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

HYBRID (IN-PERSON + DISTANCE LEARNING) MODEL SCHOOL REOPENING
DURING COVID-19 PANDEMIC

September 2 , 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 schools reopening during the coronavirus ("COVID-19") pandemic.

The District and Association agree as follows:

1. The parties agree to introduce a Hybrid Instructional Model if the conditions of the pandemic allow for transition to Phase Three as approved by the Board of Education.
2. Instructional Model
 - a. Students shall attend on alternate days within a cohort of students. Group A shall be on campus for in person instruction on Tuesdays and Wednesdays, Group B shall be on campus for in person instruction on Thursdays and Fridays.
 - b. When not in class, students shall be doing asynchronous distance learning.
 - 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 Child Development Programs: ECP and Children's Centers shall be 120 minutes per session for two sessions per day and shall include daily live synchronous instruction three days per week, asynchronous instruction two days per week. Children's Center first session start time 8:30 a.m., dismissal time 10:45 a.m., second session start time 11:15 a.m., dismissal time 1:30 p.m. Monday - Friday. ECP first session start time 8:00 a.m., dismissal time 10:15 a.m., second session start time 11:15 a.m., dismissal time 2:00 p.m. Monday - Friday.
 - ii. Instructional minutes for TK-5th grade shall be 240 minutes and shall include daily live synchronous instruction three days per week,

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asynchronous instruction two days per week. Start time 8:00 a.m., dismissal time 12:00 p.m. on Mondays, 1:40 p.m. Tuesday - Friday.

- iii. Instructional minutes for 6-8 grade shall be 300 minutes and shall include daily live synchronous instruction three days per week, asynchronous instruction two days per week. Start time 8:15 a.m., dismissal time 12:15 p.m. on Mondays, 1:55 p.m. Tuesday - Friday.
- iv. Instructional minutes for 9-12 grade shall be 300 minutes and shall include daily live synchronous instruction three days per week, asynchronous instruction two days per week. Start time 8:30 a.m., dismissal time 12:30 p.m. on Mondays, 2:10 p.m. Tuesday - Friday.

3. Workday

- a. Bargaining unit members working remotely shall perform professional duties equivalent to the position's job description.
- b. Twenty minutes before (eighteen minutes before for high school) and twenty minutes after the instructional day shall be used for planning and preparation at the unit member's discretion (e.g. online lessons, review online work, and prepare for students).
- c. The Monday schedule from Distance Learning shall remain the same.
- d. The Hybrid Model workday shall begin and end as follows:
 - i. Children's Center workday shall be 8:00 a.m. - 4:00 p.m.
 - ii. ECP, TK, and Elementary, including McKinley K-5, workday shall be 7:40 a.m. - 2:45 p.m.
 - iii. Middle school, including McKinley 6-8 and excluding Blair and Marshall middle schools, workday shall be 7:55 a.m. - 2:15 p.m.
 - iv. High school, including Blair and Marshall middle school, workday shall be 8:10 a.m. - 2:30 p.m.
 - v. Nurses and Speech Language Pathologists workday shall be the same as teachers at their work site.
 - vi. Counselors and Librarians workday start time shall be the same as teachers at their work site and end time shall be 30 minutes after the teachers end time at their work site.
 - vii. School Psychologists and TOSA IIs workday shall be 8:00 a.m. - 5:00 p.m.

4. Class Size

- a. In person class size capacity shall conform to the classroom mapping provided by the District.

5. Classroom and Office Environment

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- 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. Carpets shall be cleaned as part of the daily sanitizing schedule.
- d. There shall be no students 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. There shall be no sharing of supplies (pencils, rulers, art supplies, etc.).
- g. Teachers shall not be responsible for sanitizing student supplies.
- 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.

6. 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. Volunteers shall not be allowed on site.

7. Physical Distancing

- a. Physical distancing of students and staff shall be maintained 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, to reflect staggered passing periods, nutrition, recess, and lunch times.
- c. Elementary and secondary schools shall have multiple, staggered lunch times between 11 a.m. to 1 p.m.
- d. Signage shall be posted to indicate direction of travel, maintaining six feet distance, hand-washing, and wearing a mask at all times.

8. Professional Development shall be ongoing and focused on the following topics:

- a. Online instruction (e.g. Canvas, 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.

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- 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.

9. Student Discipline

- a. The District shall provide an implementation plan for students related to reflection time, in school suspensions, detention, Saturday school, health and safety related non-compliance, and disruptive students while accounting for physical distancing and other health and safety protocols.

10. Closure of Classrooms/Schools

- a. The District shall provide an implementation plan for closing a classroom/school in the event of a COVID-19 outbreak in that classroom/school.
- b. The District shall provide an implementation plan of communication to students and parents in the event of a classroom/school closure.
- c. The District shall provide an implementation plan for contact tracing in coordination with the appropriate Health Agency.

11. The District shall furnish to the Association copies of all plans and schedules delineated herein no later than 10 working days prior to any scheduled return to work sites.

12. The parties agree to bargain separate agreements to address all other unanticipated "reopening schools" related issues that fall within the scope of bargaining as well as the impacts and effects thereof, no later than 10 working days prior to any scheduled return to work sites.

13. 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.

14. 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.

15. The provisions of this August 2020 MOU are effective immediately upon completion of the signatures from both parties.

16. The August 2020 MOU shall not be precedent-setting and shall not constitute past practice.

17. The August 2020 MOU shall be suspended at such time District schools are reopened for 100% in-person instruction by the Board of Education.

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18. All provisions of this MOU shall be suspended when the District instructional program returns to pre-Coronavirus conditions as determined by the State, or on June 4, 2021, whichever occurs sooner.
19. Parties agree that the terms and conditions of this MOU shall be subject to Article V, Grievance Procedure, of the Collective Bargaining Agreement.
20. The provisions of this MOU are effective immediately upon completion of the signatures from both parties.

Dated: September 2, 2020

UNITED TEACHERS OF PASADENA

Allison Steppes, Ed.D., President

Dated: September 2, 2020

PASADENA UNIFIED SCHOOL DISTRICT

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

Alvin Nash, Bargaining Chairperson

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

HYBRID (IN-PERSON + DISTANCE LEARNING) MODEL SCHOOL REOPENING
DURING COVID-19 PANDEMIC

September 2, 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 schools reopening during the coronavirus ("COVID-19") pandemic.

The District and Association agree as follows:

1. The parties agree to introduce a Hybrid Instructional Model if the conditions of the pandemic allow for transition to Phase Three as approved by the Board of Education.
2. *Hybrid Instructional Model*
 - a. *The hybrid instructional model and minutes will be included in the daily instructional schedule and distance learning handbook.*
 - b. ~~Students shall attend on alternate days within a cohort of students. Group A shall be on campus for in-person instruction on Tuesdays and Wednesdays, Group B shall be on campus for in-person instruction on Thursdays and Fridays.~~
 - c. **When not in class, students shall be doing asynchronous distance learning, with recorded lessons.**
 - d. ~~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.~~
 - e. ~~Instructional minutes~~
 - i. ~~Instructional minutes for Child Development Programs: ECP and Children's Centers shall be 120 minutes per session for two sessions per day and shall include daily live synchronous instruction three days per week, asynchronous instruction two days per week. Children's Center first~~

~~session start time 8:30 a.m., dismissal time 10:45 a.m., second session start time 11:15 a.m., dismissal time 1:30 p.m. Monday – Friday. ECP first session start time 8:00 a.m., dismissal time 10:15 a.m., second session start time 11:15 a.m., dismissal time 2:00 p.m. Monday – Friday.~~

- ii. ~~Instructional minutes for TK–5th grade shall be 240–325 minutes and shall include daily live synchronous instruction three days per week, asynchronous instruction two days per week. Start time 8:00 a.m., dismissal time 12:00 p.m. on Mondays, 1:40–2:25 p.m. Tuesday – Friday.~~
 - iii. ~~Instructional minutes for 6–8 grade shall be 300 minutes and shall include daily live synchronous instruction three days per week, asynchronous instruction two days per week. Start time 8:15 a.m., dismissal time 12:15 p.m. on Mondays, 1:55 p.m. Tuesday – Friday.~~
 - iv. ~~Instructional minutes for 9–12 grade shall be 300 minutes and shall include daily live synchronous instruction three days per week, asynchronous instruction two days per week. Start time 8:30 a.m., dismissal time 12:30 p.m. on Mondays, 2:10 p.m. Tuesday – Friday.~~
- b. *For High School schedules, the PSAT shall be administered at a date predetermined by the College Board which shall necessitate a change in cohort instructional day.*

3. Workday

- a. ~~Bargaining unit members working remotely shall perform professional duties equivalent to the position's job description.~~
- b. **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).**
- c. **The Monday schedule from shall remain the same in set forth Distance Learning Handbook.**
- d. **The Hybrid Model workday shall begin and end as follows:**
 - i. **Children's Center workday shall be 8:00 a.m. - 4:00 p.m.**
 - ii. **ECP, TK, and Elementary, including McKinley K-5, workday shall be 7:40 a.m. - 2:45 p.m.**
 - iii. **Middle school, including McKinley 6-8 TK – 8 and excluding Blair and Marshall middle schools, workday shall be 7:55 a.m. - 2:15 3:15 p.m.**
 - iv. **High school, including Blair and Marshall middle school, workday shall be 8:10 a.m. - 2:30 3:30 p.m.**

v. **Nurses and Speech Language Pathologists workday shall be the same as teachers at their work site.**

~~vi. Counselors and Librarians workday start time shall be the same as teachers at their work site and end time shall be 30 minutes after the teachers end time at their work site.~~

Notwithstanding the provision of Section 6.2, the on-site workday for counselors and librarians shall be eight and one-half (8.5) hours, including a duty free lunch of not less than thirty (30) minutes.

vii. **School Psychologists and TOSA IIs workday shall be 8:00 a.m. - 5:00 p.m.**

4. Class Size

- a. ~~In person class size capacity shall conform to the classroom mapping provided by the District.~~
- b. *The District shall determine maximum occupancy of persons in each room at each site while meeting six-foot physical distancing objectives.*

5. 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. ~~Carpets shall be cleaned as part of the daily sanitizing schedule.~~
- d. *Classrooms shall be disinfected daily.*
- e. ~~There shall be no students on the floor/carpet or in meeting spaces (no shared flexible seating).~~
- f. ~~Desks shall be arranged facing forward, six feet apart to allow for physical distancing.~~
- g. **There shall be no sharing of supplies (pencils, rulers, art supplies, etc.).**
- h. ~~Teachers shall not be responsible for sanitizing student supplies.~~
- i. ~~A plexiglass station shall be provided for all unit members for working one-on-one with students.~~
- j. ~~Testing materials shall be consumables or not shared.~~

6. 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. Volunteers shall not be allowed on site. District authorized volunteers accessing school sites shall be subject to the District temperature checking and physical distancing requirements.~~

7. Physical Distancing

- a. Physical distancing of students and staff shall be maintained at all times in classrooms and other 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, to reflect *one-way traffic* during staggered-passing periods, nutrition, recess, and lunch times.**
- ~~c. Elementary and secondary schools shall have multiple, staggered lunch times between 11 a.m. to 1 p.m.~~
- d. Signage shall be posted to indicate direction of travel, maintaining six feet distance, hand-washing, and wearing a mask at all times.**

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

- ~~a. Online instruction (e.g. Canvas, 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.~~

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- ~~a. The District shall provide an implementation plan for students related to reflection time, in school suspensions, detention, Saturday school, health and safety related non-compliance, and disruptive students while accounting for physical distancing and other health and safety protocols.~~

10. Closure of Classrooms/Schools

- ~~a. The District shall provide an implementation plan for closing a classroom/school in the event of a COVID-19 outbreak in that classroom/school.~~
- ~~b. The District shall provide an implementation plan of communication to students and parents in the event of a classroom/school closure.~~

- c. ~~The District shall provide an implementation plan for contact tracing in coordination with the appropriate Health Agency.~~

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.

11. **The District shall furnish to the Association copies of all *implementation plans and schedules delineated herein no later than 10 working days prior to any scheduled return to work sites under the hybrid model.***
12. ~~The parties agree to bargain separate agreements to address all other unanticipated "reopening schools" related issues that fall within the scope of bargaining as well as the impacts and effects thereof, no later than 10 working days prior to any scheduled return to work sites.~~
13. **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.**
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18. **All provisions of this MOU shall be suspended when the District instructional program returns to pre-Coronavirus conditions as determined by the State, or on June 4, 2021, whichever occurs sooner.**
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20. ~~The provisions of this MOU are effective immediately upon completion of the signatures from both parties.~~

Dated: September 2, 2020

UNITED TEACHERS OF PASADENA

Dated: September 2, 2020

PASADENA UNIFIED SCHOOL DISTRICT

PUSD. Counter Proposal #1
September 2, 2020
Time: _____

Allison Steppes, Ed.D., President

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

Alvin Nash, Bargaining Chairperson