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MEMORANDUM OF UNDERSTANDING (MOU)

between

Pajaro Valley Federation of Teachers

(Union)

and

Pajaro Unified School District

(District)

MOU for the 2020-2021 School Year: Related to COVID 19

This proposal is intended for implementation of both distance learning and in-person instruction. To protect our students, their families, and all staff, PVUSD and PVFT insist on the safest and most educationally enriching school experience as possible. Therefore, to create a stable, uninterrupted, learning environment PVUSD will hold all TK-12, ECE, and Adult Education programs through distance learning for at least the first semester of the 2020-2021 school year. The Parties recognize the importance of in-person instruction; however, our goal is to deliver high quality instruction through implementation of distance learning best practices. Our schools are critical providers of not only education but basic social services like food, healthcare, and mental health counseling. PVUSD and PVFT will continue to work together to address the learning needs of our vulnerable student populations, such as Special Education students and foster youth in a Distance Learning setting or in accordance with state Executive Order.

In-person reopening criteria. In-person instruction at schools must be prohibited if the County is on the State Monitoring List. For a safe return to physical schooling, available evidence as well as state and local disease trends must be considered and if these circumstance change, the District will follow the CDPH guidelines for school re-closures. We may only return to in-person/physical schooling under the following four conditions:

1. The number of new cases, based on adequate and proper testing, declines for at least (14) consecutive days within the service area of PVUSD schools.
2. The District can accommodate and provide safe workspaces with proper ventilation that maximize central air filtration for heating, ventilation, and air conditioning (HVAC) systems (targeted filter rating of at least MERV 13 or the highest targeted filter rating available for the HVAC system and no lower than a MERV 8).
3. The District shall test staff periodically, as testing capacity permits and as practicable. Examples of recommended frequency include testing all staff over 2 months, where 25% of staff are tested every 2 weeks, or 50% every month to rotate testing of all staff over time.
4. Implementation of California Department of Public Health (CDPH) recommended COVID-19 prevention measures, including fewer contacts, six feet distancing, symptom screening, face coverings and Personal Protective Equipment, adequate ventilation, handwashing, cleaning and disinfecting, and school closures based on CDPH guidelines.

1) Health and Safety

- a) **Public Health Authorities:** The District shall adhere to the most recent COVID guidelines issued by the CDPH, the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), the Santa Cruz County Department of Public Health, and Centers for Disease Control and Prevention (“CDC”). The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.
- b) **Health Screenings:** The District shall implement protocols to check all students, employees, and visitors for symptoms daily prior to entering school. Any individual who refuses to be checked will not be allowed entry. Visitors with any symptom consistent with COVID-19 (as identified by the CDPH and local health agencies) shall be denied entry.

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- i) Health screening, testing, notification, and quarantining protocols and procedures will be created prior to in-person learning occurring, and all staff and students will be trained on these protocols and procedures.
 - ii) Staff and students with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 will be sent home or sent to an isolation room on site pending travel home.
 - iii) Based on CDPH notification that an employee or student has been infected with COVID-19, the District shall notify the PVFT President of the location(s) where the infected individual was during the suspected incubation/active infection period.
 - iv) Passive screening for symptoms at home with temperature check: Members who meet any of the symptoms must stay home, notify their site administrator, and contact their medical provider. The member will not need to disclose the exact symptom(s) to a district employee. The member will have up to three (3) days to provide a doctor's note; sick leave will not be deducted for that time.
 - v) PVFT members required to self-quarantine as documented by a health professional, and defined by relevant health authority guidelines, shall not be required to utilize their own leave for the duration of the quarantine as per PVFT contract language, Article VII, Leaves. J-K.
- c) COVID-19 Testing: All bargaining unit members shall be provided the opportunity for free, onsite COVID testing if the district is provided access to testing. Testing will be done by an outside agency.
- d) Physical Distancing: The District will follow the guidelines for the CDPH for physical distancing in classrooms, office settings and common spaces. The District shall ensure minimum physical distancing of six (6) feet. In any setting or office space where six (6) feet is not possible the district shall provide an alternate setting or workspace where six (6) feet physical distancing is possible, or provide appropriate PPE and physical barriers between student workspaces, between educator and student workspaces, and between employee workspaces.
- e) The contingency planning Health & Safety sub-committee will continue, remotely, in the first quarter of the 2020-2021 school year, so all stakeholders can share and discuss COVID-19 related impacts of potentially reopening in January of 2021. A second meeting will be held no later than December 2, 2020.
- i) PVFT leadership will select seven (7) representatives for the Health and Safety Sub-Committee. The District will select seven (7) administrative representatives for the committee.
- f) Meetings: All meetings involving PVFT members, including those with parents, shall be moved to an online setting if possible. The District shall not require in-person meetings, or professional development, if the District cannot ensure a minimum of six (6) feet of physical distance between all employees in attendance, and sufficient airflow for the duration of the meeting and for entering/leaving the meeting.
- i) All PD in the first semester of the 2020-2021 school year will be online.
- g) Personal Protective Equipment: In accordance with the current CDPH guidelines, use of face masks/coverings/face shields, sufficient to cover both the mouth and nose, is required during in-person instruction and whenever individuals are within 6 feet of others. Such masks/coverings/shields shall be provided by the District for all members and students TK-12. The District shall also provide gowns to

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PVFT members. The District will provide multiple masks/coverings and Face shields to PVFT members and will have a back stock of these supplies.

KN95 Mask and Face Shields:

- (1) Respiratory protection is important for unit members caring closely for individuals who present COVID-like symptoms, affected unit members shall be provided KN95 masks.
 - (a) The District shall contract with an agency to administer fit testing of masks if necessary for the mask issued.
 - (2) Members working closely with students, such as with diapering, toileting, feeding, or high needs students will be provided KN95 masks, a face shield, and gowns.
- h) Hand Sanitization: The District shall comply with the following hand washing requirements:
- i) Every room with a sink shall be stocked with soap and/or hand sanitizer, and paper towels.
 - ii) Every classroom shall be provided hand sanitizer.
 - iii) Non-classroom common workspaces shall be provided hand sanitizer.
 - iv) Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point.
 - v) All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed.
- i) Daily Cleaning and Disinfecting: The District shall ensure custodial staff addresses that all classrooms, restrooms, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using effective disinfectant, with products recommended by federal, state, and/or local health officials.
- j) Certificated staff will have access to a disinfectant for their own use while on site.
- k) The District will create and hire for one (1) additional FTE nurse for the 2020-2021 school year. This nurse shall be part of the PVFT bargaining unit and shall not be a temporary position.
- l) Ventilation: The District shall ensure all HVAC systems operate on the mode which delivers the most frequent air exchange per hour. Maintain maximum outdoor airflow as environmental conditions permit. Air filters shall be MERV 13 or the highest targeted filter rating available for the HVAC system and no lower than a MERV 8 and changed at least as frequently as the recommended intervals. Portables and/or other rooms without adequate, or functioning, central HVAC shall be equipped with HEPA air filters with a large enough capacity and flow rate for the square footage of the room.
- i) A log of filter changes shall be kept in the main office of each site and available upon request. It shall include the date the filter was changed and the service technician's initials.
 - ii) All areas used as the isolation space/room of individuals presenting COVID-19 symptoms shall be equipped with adequate ventilation. Air filters in the isolation space/room shall be MERV-13 or the highest targeted filter rating available for the HVAC system and no lower than a MERV 8 and changed at the recommended intervals.

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2) Model of Instruction

- a) PVUSD will be in Distance Learning for the first semester of the 2020-2021 school year: TK-12, ECE, and Adult Education.
 - i) No unit member shall be required to physically return to work at a site while we are in Distance Learning the first semester of 2020-2021 school year or in accordance with the state Executive Order
- b) The District and PVFT recognize that many members have families of their own and family circumstances that may result in unexpected environmental interruptions to instruction outside of their control.
- c) Daily Live Interaction (synchronous): In accordance with SB 98, unit members providing online learning instruction/services are required to provide students with opportunities for synchronous interactions with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. Synchronous interaction between certificated staff and students must be through virtual meetings, online content, telephonic instruction, or by other means permissible under public health orders.
 - i) All students will receive synchronous and asynchronous instruction and content daily.
 - ii) All students will receive a weekly planner that will document learning as well as synchronous and asynchronous instruction.
 - iii) Elementary teachers shall take attendance daily.
 - iv) Secondary teachers shall take attendance for all class periods including tutorial/advisory.
 - v) Special Education tracking and logging of services:
 - (1) Synergy Attendance rosters Pre-K-12
 - (a) DH Preschool Programs
 - (b) SDC, MM, RISE, Autism
 - (c) Secondary RS (if attending as a scheduled class)
 - (d) Lifeskills
 - (e) Post-Secondary
 - (2) SIRAS Service Log
 - (a) Early Start
 - (b) Resource
 - (i) Elementary – co-teaching push-in service needs to be logged as service
 - (ii) Secondary – co-teaching service to start being added on the supplemental page as “inclusion service” then tracked as a service by co-teacher, may be done collaboratively
 - (iii) Secondary – If enrolled in RS class, attendance in service log
 - (iv) Secondary – If receiving consult, supplemental services, etc. Must be logged in SIRAS by teacher who provides service
 - (c) Mental Health Clinicians
 - (d) Visually Impaired
 - (e) Orthopedically Impaired
 - (f) Adaptive Physical Education
 - (g) Deaf and Hard of Hearing
 - (h) Augmentative and Alternative Communication
 - (3) Paradigm 0-22
 - (a) Psychologists
 - (b) Speech Language Pathologists
 - (c) Nurses
- vi) Related Service Providers: All related service providers (SLP, Itinerant Teachers, OI, VI, DHH, TOSA support, etc.) provide services and conduct assessments with students via in-person “pull

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out” (during hybrid model) services or while in distance learning model via video-conference or as specified in the state Executive Order. During hybrid model of instruction, providers should limit the number of classrooms entered in a school day and personal sanitizing procedures must be utilized between each classroom visit.

- vii) Any District recording of live/synchronous virtual instruction is required to have the consent of the teacher. The district will inform families of Ed Code 51512.
 - viii) Teachers, site wellness teams, and district wellness teams shall work collaboratively to provide academic and other supports in distance learning that are designed to address the needs of pupils who are not performing at grade level, not participating, or need support in other areas, such as ELLs, SELPA students, and pupils in foster care. The Site Wellness Team, aligned with the District Student Interactive process, shall create a template that addresses the reengagement of non-participating students no later than September 25, 2020.
 - ix) Accessing worksite: During distance learning, unit members may access and work from their classroom/office worksite between the hours of 7:00-4:30 pm. In the event a bargaining unit member reports to a district worksite, he/she shall be responsible for following state, county, and local public health recommendations.
- d) Daily Schedule: The daily schedule will be in accordance with the agreed upon schedules created in collaboration with PVFT.
- e) Medium Risk: The Medium Risk Hybrid Model. A teacher-of-record’s class roster will be divided into two cohorts, A and B, in order to physically attend in-person learning two days per week as part of a stable grouping. A total of in-person teaching of four (4) days per week.
- (1) In-person class time will occur in the morning
 - (2) Students will go home at lunch, unless the student is working with a service provider
 - (3) Unit members have the option to deliver afternoon work hours from home as long as they do not have a previously scheduled professional duty and/or commitment, for example: IEPs, SSTs or Interactive Dialogue Process
- f) One day per week, Monday, will be designated for both group A cohort and group B cohorts to receive distance learning so that the classroom space can be thoroughly cleaned.
- g) Early Childhood Education
- i) In order to provide distance learning instruction and support to our families, CDD and MSHS staff will work on-site Tuesday-Thursday for up to 3.5 hours per day and will work from home the remaining hours in their workday. Monday they will follow the district’s model for distance learning.
 - ii) Staff will follow the Health and Safety protocols established in this document.

3) Instructional Day

- a) Early Release: As per contract. For the 2020-21 school year, Early Release workday is Monday.
- b) Contract hours:

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- i) TK-K: 8:15-3:45pm
 - ii) Grades 1-12: 8:30-4:00pm
- c) When all supportive measures have been exhausted, the District, in consultation with the PVFT president or designee, may require an individual employee to work on site if they are unable to meet the duties outlined in this MOU and CBA.
- d) Instructional Minutes: The school day shall include the minimum instructional minutes stated in Senate Bill 98 (SB 98) for the respective grades. The balance of the workday may be dedicated to office hours (in-person or via online formats) and teacher work time.
- i) Elementary Schools:
 - (1) TK-K: Student instructional day shall be 3 hours a day.
 - (2) Grades 1-3: Student instructional minutes shall be 3 hours and 50 minutes a day.
 - (3) Grades 4-5/6: Student instructional minutes shall be 4 hours a day.
 - ii) Secondary Schools Teacher schedules shall require no more than three (3) teaching periods per school day plus an advisory/tutorial. Except to accommodate the 7th period at AHS two days a week and Alternative education.

4) Online Instruction

- a) The instructional minutes will be a combination of both synchronous and asynchronous teaching/learning and/or services.
 - i) Teaching/Learning and/or Services may include whole and small group instruction, or supporting individual students.
 - ii) Synchronous teaching time: The blocks of time in the schedule are dedicated to the students assigned to the class/period. Teachers shall use all of the dedicated time for direct instruction, collaborative group work, small group instruction, discussions, and/or other tasks aligned with the learning goals.
 - (1) TK-K will be a minimum of 120 minutes per day. Elementary Grades 1-3: Classroom teachers' direct online (synchronous) instruction time shall be a minimum of 150 minutes per day.
 - (2) Grades 4-5: Classroom teachers' direct online (synchronous) instruction time shall be a minimum of 180 minutes per day.
 - (3) Elementary foundational skills will be provided through daily synchronous instruction using:
 - (i) TK – ABC Foundations and Ready to Advance or Adelante
 - (ii) Kinder – ABC Foundations and SIPPS or Fonetica and Adelante
 - (iii) Grades 1-3 – SIPPS or Fonetica and Adelante
 - (iv) Grade 4 – SIPPS as needed
 - (4) Secondary Grades 6-12: Classroom teachers' direct online (synchronous) instruction time shall be a minimum of 180 minutes per day.
 - (5) Special Education Services
 - (a) All services are required to be either video conferencing (teletherapy) or in accordance with the state Executive Order using direct service page – focused on goals.
 - (b) Teachers are required to provide 2 weekly open office hours for parents/students. Office hours shall be posted on the school webpage and sent out to parents. Office hours shall not replace service time but may count toward service minutes.

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- (c) Increased intensity of educational provision will be provided for students who are not responding. This will include but not be limited to:
 - (i) Hard copy of instructional learning packets
 - (ii) Increased in-person instruction
 - (6) Combo Classes: PVFT Collective Bargaining Agreement applies. Site based plans will be developed to provide support for teachers with combo classes.
 - (7) Non-instructional: To make up the rest of the seven (7) hours and thirty (30) minutes to fulfill the “on site” requirement, office hours and teacher work time will be used to support the continued academic learning of students which may include, but is not limited to, the following activities:
 - (a) Coordination of enrichment activities and/or social emotional learning
 - (b) Co-planning and collaboration amongst colleagues
 - (c) Monitoring Student Activity/Student Interactive Dialogue
 - (d) Gathering Formative and Summative Assessments
 - (e) Sharing Progress with Students and Families
 - (f) Providing Feedback to Students
 - (g) Participating in IEP Meetings
 - (h) Release time as per contract
 - iii) The District shall provide acceptable use policies on the use of live video online learning platforms.
 - iv) The District confirms its obligations under the law to indemnify, defend, and hold unit members harmless against any claim or action against them for any injury arising out of an act or omission occurring within the scope of the member’s employment as an employee of the District consistent with California Government Code section 825 et seq.
- b) Learning Platforms:
- i) Elementary and Secondary educators shall utilize Google Classroom as the learning platform. TK-3 grade teachers will use Seesaw as it is embedded in Google Classroom.
 - (1) Teachers will still have access to district supported digital tools and programs such as Lexia, ALEKS, Class Dojo and NewsELA.

5) Professional Development/Training and Supports

- a) SBC day training will be scheduled as mandatory virtual staff professional development in the following areas:
 - (1) Quality Online Learning
 - (a) Core curriculum
 - (2) Learning Platform (optional for the teacher to attend)
 - (3) Student Planner
 - (4) Social Emotional Learning
 - (5) Safety Protocol
- b) Job specific training/professional development for other Certificated employees, such as, early learning, special education, speech/language, nursing, counseling, school psychology, VAPA/Release will be provided.
- c) The district in collaboration with PVFT will create a schedule for the week of August 17th to include the following:

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- (1) Time for building connection and community with our students.
- (2) Time for our students to familiarize themselves with the daily schedule, weekly student planner, and distance learning expectations.
- (3) Time for teachers to adapt units to the condensed focus standards.
- (4) Opportunity to collaborate with colleagues to adapt curriculum to an online platform using the weekly planner.
- (5) This week is set aside for building connections and community with students during instructional time. District adopted curriculum and programs are not required to begin during this week.
- (6) Special Education staff will have time to develop the Individualized Distance Learning Plan for students
- (7) Time will be given to complete the following mandated trainings during the office hour portion of the first week:
 - (a) Mandated Reporter
 - (b) Sexual Harassment
 - (c) Anti-Bullying
 - (d) Sensitivity Training

- d) Tech Support: The District will provide all teachers with the following tech support:
- i) Access to technical support personnel, helplines, and other technical support from District staff, as well as instruction on the learning platforms and online learning instructional materials.
 - ii) For teachers who do not have reliable Internet connection, the District will provide a hotspot
 - iii) In-home IT support services will not be provided.

6) Classroom Access, Materials, and Supplies

- a) Access to Worksite: During distance learning, Unit members may access and work from their classroom/office worksite between 7:00-4:30 pm as they deem necessary. In the event a bargaining unit member reports to a district worksite, he/she shall be responsible for following state, county, and district public health recommendations.
 - i) Safety Precautions While Accessing Worksite:
 - (1) Use of face coverings in common spaces, including restrooms, while at the worksite is required.
 - (2) In-person meetings shall not be required with other individuals while accessing the worksite.
 - (3) It is expected that individuals must use disinfectant to wipe down items used in the common workspace, such as the copy room.
- b) Unit members shall follow site and district procedures and coordinate with their site administrator to obtain all necessary equipment, hot spots, and any other necessary equipment to deliver online instruction.
- c) Unit members shall not be liable for damage to District equipment when following both the Acceptable Use Policy (AUP), as well as the Technology Loan Agreement.
- d) Beginning the week of August 3rd unit members shall be given the opportunity to retrieve supplies and/or equipment from their classroom/workspace. Site administration will provide a schedule of days/times the site will be open.

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- (1) Unit members will be required to provide their own PPE if they intend to enter campus prior to August 12.
- ii) Unit members accessing their site outside of the unit member's work year do so voluntarily and without compensation.
- e) Appropriate instructional materials and supplies shall be provided and distributed to students by the District.
 - i) A process for educators to order appropriate instructional materials and supplies will continue as already established and require prior approval.
 - ii) Early Childhood Education staff shall support the distribution of instructional learning packets, materials and food to students no more than two (2) hours, once a week. Staff will only need to be present during the times of distribution of items for students. If additional days are needed, the PVFT president or designee will be notified.
 - (1) Necessary PPE will be provided to staff.

7) Evaluations

- a) Evaluations in progress during the 2019-2020 school year, but were not completed, shall not be continued into the 2020-2021 school year.
- b) The Parties agree to discuss an MOU, regarding the evaluations process in the online learning setting at a later, mutually determined, date before August 27, 2020.

8) Leaves

- a) In addition to the PVFT Collective Bargaining Agreement Article XII Leaves language, the District will follow the leaves defined in the Families First Coronavirus Relief Act (FFCRA expires Dec. 31, 2020).
- b) The District shall follow the current Workers Compensation processes and procedures, including all COVID-19 claims.

9) Virtual Academy

- a) Vacancies will be open to current PVUSD employees who worked during the 2019-2020 school year prior to being open to the public. The priority of applicants for virtual academy vacancies shall be:
 - i) 65 years or older with medial risk of COVID-19
 - ii) 65 years old
 - iii) Has a medical condition that poses a medical threat of COVID-19
 - iv) Has a family member living in their house who meets the condition of the (3) above
- b) Bargaining unit members hired for the Virtual Academy, as a medical accommodation, will have priority transfer rights to a vacancy at their 2019-2020 site.
- c) Based on student need/requests to continue distance learning the District will provide a proportional amount of alternative assignments to unit members with underlying medical conditions that pose an increased risk for severe illness from COVID-19 as determined through the interactive process The district agrees to collaborate with PVFT on the alternative assignments.

10) Wages and Related Matters

- a) All TK-12 and Early Childhood Educators (Non-seasonal) PVFT bargaining unit members will receive their base salary and benefits.
- b) Seasonal Early Childhood Educators and Adult Education teachers will receive their scheduled 2020-2021 hours and salary for hours worked and any applicable benefits.
- c) Stipends will continue per the CBA, however, the work required for those stipends may be different in the distance learning platform but will be related to the type of stipend.

