

**MEMORANDUM OF UNDERSTANDING BETWEEN
PALOS VERDES PENINSULA UNIFIED SCHOOL DISTRICT
AND
PALOS VERDES FACULTY ASSOCIATION
2020-2021
REOPENING SCHOOLS IN A COVID-19 ENVIRONMENT**

August 14, 2020

The Palos Verdes Peninsula School District (“District”) and the Palos Verdes Faculty Association (“Association”) enter into this Memorandum of Understanding (“MOU”) regarding Distance Learning/Hybrid Learning Models and COVID-19 Safety Measures.

The parties recognize there is a need to develop and implement distant learning and/ or hybrid learning models during the COVID-19 pandemic, and institute and follow safety and health practices in response to this pandemic.

Because the safety of students, staff, and communities is of paramount concern, the District shall adhere to the COVID-19 guidelines issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the LA County Public Health Department (“LCPHD”). The parties agree to meet as soon as possible to negotiate the impacts of any revisions or updates to those guidelines. The District shall notify unit members of any changes to the required Health Order implementation.

This MOU expires on June 30, 2021 or when schools are reopened in a pre-COVID-19 traditional model, whichever occurs first. Thereafter, this MOU may be extended by mutual written agreement. Upon expiration of this MOU, all terms and conditions in the collective bargaining agreement (“CBA”), shall be returned to the 2020-2021 status prior to the enactment of this MOU. This MOU is non-precedent setting.

At the direction of the Governor of the state of California on July 17, 2020, the 2020-2021 academic year will begin without students present on campus in 100% distance learning. Bargaining Unit Members shall not be required to work from their regular work site until the Governor and LA County Department of Public Health determine it is permitted to reopen schools to students. The provisions of this document addressing hybrid learning will be implemented when the Governor and LA County Department of Health declares it is permitted to return to classrooms and under what conditions it is safe to do so.

INTRODUCTION

The Parties have a shared commitment in providing an educational program that supports the continuity of learning while mitigating the spread of COVID-19 by following the mandates established by both state and county health departments.

The District, will determine how the instructional program for the 2020-2021 school year shall be reopened (see Appendix A, PVPUSD Guide to Reopening Schools). The District will implement both a Hybrid Instructional Program and Distance Learning program with 100% distance learning. Both programs will remain on 100% distance learning until directed by the Governor or Public Health Officer, of the entities in paragraph 3 above, that it is permitted to reopen schools.

At this time, Palos Verdes Peninsula Unified School District will open up in 100% distance, remote learning. During this time, teachers will provide synchronous, live instruction. Once students and unit members are permitted to attend in-person, teachers will continue to provide synchronous, live instruction.

The District shall adhere to the COVID-19 requirements issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), the Los Angeles County Department of Public Health (LACDPH), and the Los Angeles County Office of Education (LACOE). The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.

A 100% Distance Learning program option will be available for any family who requests it prior to the school year beginning. The District shall follow the direction and guidance from the State of California, Los Angeles County Department of Public Health, and the Los Angeles County Office of Education in implementing a shift to the Hybrid Learning model.

Instructional Programs

Asynchronous Instruction

Asynchronous learning will include independent learning, working on daily lessons assigned/developed by a teacher.

Synchronous Instruction

Synchronous learning in accordance with SB 98 will include daily live interaction for the purposes of instruction, progress monitoring, and maintaining school connectedness. Distance Learning is defined by Senate Bill 98 as "daily instruction in which the pupil and instructor are in different locations and pupils are under the live supervision of a certificated employee." As defined by Ed. Code § 43500, instruction is defined as "two-way communication between a certificated employee and student each instructional day, at the actual time of occurrence." Daily live interaction is required for every student with both a certificated employee and student peers.

Hybrid Learning Model

The District shall not require students to stay in the classroom for lunch or recess. The District shall not require unit members to supervise students during lunch or recess.

The District may in emergency situations require unit members to monitor student ingress and egress locations. Emergency situations do not occur on a regular basis and the daily arrival, departure or passing of students from class to class is not an emergency on its

own. Unit members shall be relieved of duties that further expose them to possible infection from COVID-19.

The Hybrid Learning Model consists of blending in-person and at-home learning. Beginning the 2020-21 school year, all students in the Hybrid Learning Model will start their instruction in 100% Distance Learning. Once it has been permitted to allow students and Bargaining Unit Members (including non-teaching and support staff) back onto campus, students will have a combination of in-person and distance learning.

Elementary (K-5)

Teachers will adhere to the instructional minute guidelines published by the state which are as follows:

- 180 instructional minutes in kindergarten, with half of class time in synchronous instruction.
- 230 instructional minutes in grades 1 to 3, with half of class time in synchronous instruction.
- 240 instructional minutes in grades 4 and 5, with half of class time in synchronous instruction.

Secondary (6-12)

Teachers will adhere to the instructional minute guidelines published by the state which are as follows:

- 240 instructional minutes in grades 6-12, with half of class time in synchronous instruction
- 180 instructional minutes for students enrolled in a continuation high school, with half of class time in synchronous instruction.

Learning Center Teachers and Special Education Teachers, Speech and Language Pathologists, and Service Providers

Learning Center teachers and Special Education Teachers, Speech and Language Pathologists, and Service Providers shall provide live services or interventions for the service minutes stated in the students' IEPs virtually or in person when permitted. Services for students with IEPs will be provided pursuant to the IEP.

Additional Teaching Resources

All K-12 teachers may use the digital curriculum for supporting instruction and may supplement standards-based assessments as needed using the digital curriculum provided by the District: SchoolsPLP (elementary) and APEX/UC Scout (Intermediate/high).

100% Distance Learning Program

K-12 teachers will use the digital curriculum for supporting instruction using the digital curriculum provided by the District: SchoolsPLP (elementary) and APEX/UC Scout (intermediate/high).

For the duration of this agreement, elementary unit members shall be assigned either to the hybrid or distance learning program. Secondary unit members may volunteer to teach

students in both the hybrid and distance learning programs and priority will be given per MOU criteria to those unit members who request a Distance Learning assignment. Those unit members who continue to teach students in both the distance and hybrid programs will receive a \$500 stipend per semester if schools are permitted to safely reopen.

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Attendance and Monitoring Student Engagement

Secondary teachers will take attendance with students at the start of each period each day. Elementary teachers will take daily attendance within the first 20-30 minutes of whole class instruction. Per SB 98, a pupil who is not present, shall be documented as absent by the teacher. The teacher is responsible for reporting student absences in Aeries.

Grades (all instructional models)

Grades will be assigned based on teacher discretion pursuant to the Education Code, SB 98, and Board Policy.

Additional Provisions

Child Care

The District will give employees priority preference for childcare options in any District run childcare program.

Staff Meetings

Unit members shall not be required to attend in-person staff meetings for the duration of this MOU, but will participate remotely via videoconferencing.

Class Size

Class size shall remain within the figures of the CBA, Article 11-1.1.

Teacher Preparation

For the duration of the MOU, teachers will be given an additional thirty (30) minutes of individual teacher preparation time to be used at their discretion before or after the start of the work day.

- Elementary: Additionally, unit members will have dedicated 90 min. for Physical Education weekly, additional 30 minutes during mid-day break, and on Wednesdays following synchronous instruction.
- Secondary: Additionally, unit members will have dedicated preparation time during their Scheduled Preparation Period and on Wednesdays following synchronous instruction.

Non-teaching unit members who elect to work beyond the normal workday in order to serve students' needs shall be provided the flexibility to alter their start and end work times, but will remain available to students during school hours. Office hours shall be used to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms.

Evaluations

Evaluations and related components shall be paused for non-probationary unit members for the duration of the 2020-2021 calendar school year, per AR 4115. During the COVID-19 crisis, for activities involving lesson planning, implementation, delivery and/or student assessments, unit members shall only be subject to improvement plans aligned to the CA Standards for the Teaching Profession.

Recording

Pursuant to Education Code Section 51512, unit members shall not be required to record themselves or to be recorded by others.

Technology

During Distance Learning and the Hybrid Model of instruction, the District shall provide unit members appropriate baseline technology. The district will reimburse teachers for any pre-approved supplies purchased related to instruction during Distance Learning. Prior written approval for purchases will be through an administrator.

Leaves of Absence

Unit members who are exposed or test positive for COVID-19 and are required to quarantine may take advantage of state and federal leave rights per the Family First Coronavirus Response Act (FFCRA), as well as leave rights set forth under Article 13 in the CBA.

Calendar

The parties agree to meet to review the current approved 2020-2021 school year calendar to determine if any other modifications are needed to implement the Palos Verdes Peninsula Unified School District Reopening Plan or other circumstances due to the COVID-19 crisis. In the event of a shortened school week, the District will utilize four full days of daily, live synchronous instruction under the requirement of SB 98 for daily, live interaction.

District principals shall meet with each Faculty Advisory Committee (FAC) to calendar all site-based faculty meetings and PD days for the 2020-2021 calendar year.

Special Education

Unit members will collaborate with Student Services Department to address guidance from the California Department of Education as well as the Federal Department of Education in order to provide equitable and appropriate education for our students with special needs. Unless otherwise mutually agreed upon, meetings shall be virtual using a videoconferencing platform. Special Education teachers will work collaboratively with core content teachers to accommodate and/or adapt lessons as necessary to meet the needs of students' Individualized Education Programs (IEPs) in a digital learning environment and ensure that lessons and activities are appropriate as documented in students' IEPs. Unit members who provide special education services may be required to use video conferencing or other web-based platforms as a means to continue delivering individualized services. Unit members shall determine the most appropriate means to deliver services and will work in consultation with administration and Student Services as to the most appropriate platform.

Visitors

Parents of students or other visitors who are not employees of PVPUSD shall only be allowed in parking lots, drop-off zones, and school offices. Parents of students or other visitors will not be permitted to enter classrooms, restrooms, libraries, or any other interior or exterior spaces of any school site. Exceptions can be made for student emergencies or District-approved vendors where appropriate.

Unit Member Assignments for the 2020-2021 School Year

Unit members who provide documentation of an underlying high-risk condition for COVID-19 complications or who reside with someone with documentation of an underlying high-risk condition, as per COVID-19 guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the Los Angeles County Department of Public Health, may be granted permission to work remotely, pursuant to Board Policy 4113.

The following procedures shall apply to the assignment of remote work:

a. Priority for teaching in distance learning program shall be determined by medical conditions applicable to those individuals who are requesting the remote assignment because either they or someone in their household is high risk for COVID-19 as stated by a physician's documentation.

b. If after giving priority of assignment to these individuals, there is additional remote work available, the remaining assignments shall be filled in order of seniority from the pool of those requesting a remote assignment.

c. In the event a unit member is unable to return to in-person instruction because either they or someone in their household is high risk for COVID-19, and permission to work

remotely is unavailable, unit member may take leave rights as outlined within the MOU and CBA.

d. For the duration of this agreement, elementary unit members shall be assigned either to the hybrid or distance learning program. Secondary unit members may volunteer to teach students in both the hybrid and distance learning programs and priority will be given per MOU criteria. Those unit members who continue to teach students in both the distance and hybrid programs will receive a \$500 stipend per semester if schools are permitted to safely reopen. Unit members may be required to work through the learning management system (LMS) online platform designated at their site (Google Classroom or Microsoft Apps/Teams).

Stipends/Extra Pay Duty Additional Pay

If extracurricular duties can and are performed, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the CBA.

The District shall avoid increases to unit member workload. Any change to the instructional workload that requires unit members to work beyond their contractual workday shall require the unit member to be compensated at the unit member's professional hourly rate of pay, unless it is optional training at which the rate would be \$45/hr. per the CBA.

The district shall provide five days to all teaching and non-teaching members. These days are reserved for unit members' planning and preparation at unit members' discretion. The days shall be August 20, August 21, August 24, August 25, and October 23. It is not the intent of this agreement that the contractual number of workdays for bargaining unit members be increased, but that compensation be provided for preparation completed. All of the above dates shall be compensated at unit members' professional rate of pay.

COVID Contact Notification

Should the LACPDH direct the District to close one or more schools due to COVID case(s), the District shall notify bargaining unit members at the impacted locations immediately. The District shall immediately notify bargaining unit members who may have been exposed to COVID-19 at work. Members will be advised to go home immediately and contact their primary care doctor or medical office to schedule a COVID-19 test. Should members need testing location information, they may contact Human Resources for COVID-19 guidance. The District shall provide 80 hours (prorated for less than full-time employees) of paid sick leave pursuant to the Families First Coronavirus Response Act (HR 6201 set to expire on December 31, 2020 unless extended) if a unit member needs to be tested for COVID-19, contracts COVID-19, or is unable to perform his/her duties. Per FFCRA, documentation is required for certain reasons for leave approval. The District will follow all applicable leave laws related to COVID-19 and leaves made available in the Collective Bargaining Agreement, Article 13.

The District shall immediately notify the Association when an outbreak occurs as defined by Los Angeles County of Health. The District and the Association shall jointly contact the Los Angeles County Department of Health to determine if schools and work sites should be closed. If the Los Angeles County Department of Public Health recommends closure,

and the District elects closure, the District and Association shall immediately bargain the impact and effects of the closure.

Unit members shall be immediately notified if a parent, student, student sibling, or other PVPUSD staff member at their school site has tested positive for COVID-19. If a unit member has interacted with any individual who tests positive for COVID-19, then that unit member shall notify site Administration immediately, and subsequent procedures promptly activated.

Substitutes

A qualified pool of substitutes will be retained by the District to support classroom teachers in case of teacher absence. In the event that no substitute teacher can be found, all school safety protocols and physical distancing protocols shall be adhered to if any student cohorts must be combined.

Health and Safety Conditions

Due to the COVID-19 outbreak, the following protocols will be in place until a time when the Los Angeles County Department of Public Health (LACDPH) deems them to be no longer necessary.

Screening

Daily, unit members shall self-screen at home prior to 7:30 a.m. (30 minutes prior to zero period, if assigned): 1) check temperature to ensure it is below 100.4 degrees Fahrenheit and 2) check for symptoms outlined by public health officials. Unit members shall stay home if they have symptoms consistent with COVID-19, or if they have had close contact with a person diagnosed with COVID-19. Absence verification as outlined in Article 13 shall remain in effect.

Until authorized by the Los Angeles County Department of Health, the District shall not require any unit members to work from school facilities, to attend in-person staff meetings, professional development, or any other gathering.

When conducting remote teaching, unit members may work from their home, classroom, office, or work site during regular school hours as unit members deem necessary.

Sanitizing and Cleaning

Aligned to the LACDPH protocols, the District shall ensure that all classrooms, restrooms, and workspaces are cleaned daily and disinfected prior to the opening of school, the start of each school day, and between student cohorts. Areas cleaned shall include, but are not limited to desks, doorknobs, light switches, faucets, and other high touch areas. Custodial staff responsible for cleaning and disinfecting school surfaces and objects are trained on manufacturer's directions, Cal/OSHA requirements for safe use and as required by the Healthy Schools Act, as applicable. Upon notification of an area overlooked for cleaning or disinfection, a site administrator will take appropriate steps to have the area in question cleaned.

The District shall use the safest and most effective disinfectant, with products recommended EPA Regulations.

Cleaning shall not be required to be completed by certificated staff.

If a classroom is found to have not been cleaned according to protocol, the teacher and students will wait outside, observing social distancing protocols, until appropriate measures are taken and the classroom is cleaned in accordance with COVID-19 pandemic standards.

The District shall also comply with the following requirements:

- a. Every room with a sink shall be stocked with soap, fully stocked paper towel dispenser, and hand sanitizer.
- b. Non-classroom workspaces shall be provided hand sanitizer.
- c. Hand sanitizer or portable hand washing stations shall be provided throughout campus
- d. All hand washing/hand sanitizing supplies and equipment noted above or otherwise provided shall be checked and restocked as needed and prior to the beginning of each day.
- e. If any sink is inoperable and requires repair, hand sanitizer will be made available until repairs are completed.
- f. Plexiglass partitions will be made available to teachers for their classroom upon request to an administrator.
- g. Unit members shall not be required to occupy workspaces that do not have access to appropriate cleaning and sanitizing supplies.
- h. Prior to the return to on campus instruction, unit members physically returning shall have the opportunity to inspect classrooms, work areas, and other spaces and verify all physical distancing and cleaning safety protocols have been met. Student cohort sizes will be adjusted downward if needed to meet safety protocols.

The District will provide the following to each unit member at no cost:

- 2 Face shields for every unit member (optional use with a face covering);
- Washable cloth face coverings;
- Disposable masks;
- One (1) clear acrylic protector for the teacher desk upon request
- Nitrile gloves (sizes small, medium, large available. XL upon special request.)

Upon request, bargaining unit members' PPE shall be replenished.

*Please note: due to limited availability of KN95 and N95 masks, they are for school-based health professionals to interact with presumed symptomatic students. A medical grade mask will be provided to any employee who cares for sick children or who has close contact with any child with a medical condition that precludes the child's use of a cloth face covering.

The District shall require the use of facial coverings (masks) by all persons on school campuses in accordance with federal, state, and the Los Angeles County Department of Public Health guidelines. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt). Individuals who are able to, but refuse to wear a facial covering, will be offered a District-provided face mask and, if the mask is refused, access to all district facilities will be denied.

Physical distancing of six feet shall be maintained in common or shared spaces such as offices/non-classroom work spaces, cafeterias, libraries, hallways, walkways, and playgrounds. The District shall install directional markings to walkways and other traffic areas in order to direct students where to stand, and to facilitate pedestrian traffic flow, for the purpose of maintaining physical distancing.

All individual employee workstations or areas used by employees working as part of a team allow for separation of at least 6 feet. Classroom furniture shall be arranged to permit a distance of at least 6 feet between the teacher's desk and the nearest student(s).

Classroom furniture shall be set up to ensure 6 feet between students at their desks/tables and between students and teachers (placement of desks/tables, use of floor markings to indicate required distance, etc.).

Furniture designed for in-class group activities that bring students closer than 6 feet shall be reconfigured or removed from the classroom.

Food preparation and service operations shall be redesigned, where possible, to achieve physical distancing between employees.

Portable handwashing stations shall be placed near classrooms to minimize movement and congregations in bathrooms to the extent practical.

Prior to the beginning of the school year the following will occur:

- All HVAC systems shall be cleaned.
- The school HVAC systems shall be maintained in good, working order.
- HVAC systems shall be set to maximize indoor/outdoor air exchange unless outdoor conditions make this inappropriate.
- Air filters shall be upgraded to of the highest efficiency possible.

Filtration in all mechanical equipment:

- The district shall verify correct filter installation. Verify filters are installed correctly.
- PVPUSD selects filtration levels (MERV ratings) that are maximized for equipment capabilities. A minimum of MERV 10 and up to a MERV 13 will be installed if equipment allows, while ensuring the pressure drop is less than the fans capability.

Unit members shall not be required to move desks, tables, filing cabinets, or shelves either into or out of a classroom to accommodate physical distancing requirements. Unit members shall be given an opportunity to identify personal items assist with removal or identification for removal by custodial staff of soft-touch rugs, personal fixtures/ items, articles that may be difficult to sanitize, or any other objects that may prohibit space for appropriate social distancing requirements.

The District will ensure access to handwashing and sanitizer supplies. All classroom and bathroom sinks shall be stocked with soap and paper towels. All other supplies needed to sanitize classrooms shall be provided by the District. It shall not be bargaining members' responsibility to purchase or provide any materials necessary for handwashing or sanitizing. The District shall ensure all classrooms, restrooms, and workspaces are cleaned and disinfected prior to the opening of school and between student cohorts.

Desks, chairs, doorknobs, light switches, faucets, and other high touch fixtures and surfaces shall be cleaned using the safest and most effective disinfectant, with products recommended by federal, state, and/or local health officials.

All staff and students shall wear face coverings, as per the LACDPH guidelines, which includes exceptions. Any student, other than those who have a valid exception, who refuses to wear a mask, shall be denied entry to the school campus. The District shall provide disposable masks if a staff member or student does not have a face covering.

The District will also provide other protective equipment, as required by the LACDPH, for work assignments, such as nurses, SDC teachers, and other service providers, which may include gloves, eye protection, and disposable gowns.

The District shall follow the LACDPH physical distancing requirements. This requirement may be altered only in accordance with LA County Department of Public Health guidelines.

During school hours and in accordance with guidance from the LACDPH, entrance to all PVPUSD campuses shall be restricted to students, employees, and authorized personnel.

TRADITIONAL LEARNING MODEL

This model consists of the District's traditional instructional model of education that existed pre COVID-19. This model will be implemented when the Los Angeles County Office of Education, the Los Angeles County Department of Public Health, and California Department of Education, determine that students may return to in-person instruction without restriction. Once this determination is made, both parties shall meet immediately to discuss and plan the transition and the terms of this MOU will cease.

If closure is recommended by the Los Angeles County Department of Public Health and the District elects closure, the District and Association shall immediately bargain the impact and effects of the closure.

Due to the evolving nature of the COVID-19 pandemic, PVFA reserves the right to negotiate safety impacts and effects related to environmental or epidemiological changes that might affect the health and safety of unit members as set forth in this MOU, as needed. The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.

The District and the PVFA Executive Board membership will work jointly to develop any plan to reopen schools.

This MOU resolves the negotiable effects of reopening PVPUSD schools for the 2020-2021 school year using a distance and/or hybrid learning model. The district and association reserve the right to negotiate any additional impacts and/or school closures that may occur in the 2020-2021 school year.

When the District ceases to operate under the hybrid and/or distance learning model and returns to normal operations, unit members will return to their previous work site and assignment.

This MOU shall become effective from the date of signing and for the duration of the 2020-2021 school year or June 30, 2021, whichever comes first. The parties may extend this MOU beyond its terms by mutual agreement.

FOR THE DISTRICT



FOR PVFA












