

Memorandum of Understanding between La Honda Pescadero USD and La Honda-Pescadero Teachers Association

October 9, 2020

The La Honda Pescadero Unified School District (LHPUSD) and the La Honda Pescadero Teachers Association enter this Memorandum of Understanding (MOU) regarding the

issues related to COVID 19

The parties recognize that staff may need to self quarantine, become quarantined, and/or the District may need to close a school or schools on an emergency basis to slow the spread of illness arising from the coronavirus during the 2020-21 school year.

Adherence to Health Guidelines The District shall adhere to the COVID 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 San Mateo County Health Department issued as of 07/02/2020 date. The parties must meet to negotiate the impact and effects of any revisions or updates to those guidelines.

Physical Distancing The District shall ensure *that there is adequate space in classrooms and common areas to maintain a minimum physical distancing of six (6) feet between student workspaces between educator and student workspaces, and between employee workspaces, with the exception being when classroom bubbles are in place.*

Student lunch Breakfast, snack and lunch seating must maintain physical distance, which may require food being eaten in bubble classrooms. If breakfast is to be served in the classroom with teacher supervision breakfast will not be served until the start of the workday If the District requires teachers to supervise lunch and teachers do not have a 30 minute duty-free lunch the District shall compensate unit members for the loss of their duty free lunch at \$40/hour

Multiple and assigned entry points - Multiple access points should be specifically assigned

entrance and exit locations to limit congregation with staggered arrival/leave times. If the District requires a unit member to monitor ingress and egress locations, he/she shall be compensated at \$40/hour for time worked beyond the duty day.

Recess Supervision To ensure limited contacts recess will be staggered or held in bubble/stable chort classrooms. Each class will maintain their individual basket of equipment to reduce

exposure If the District requires a unit member to monitor lunch recess and does not have a duty-free lunch, he/she shall be compensated for missed duty-free lunch at \$40/hour. Teachers who are required to monitor morning recess shall be offered a bathroom break

In person staff meetings The District shall not require in-person staff meetings or professional development if the District cannot ensure a minimum of six (6) feet of physical distance between all employees for the duration of the meeting and for entering/leaving the meeting

Face Masks The District shall require the use of facial coverings ("masks") in accordance with federal, state, and local guidelines currently in effect. Individuals who cannot wear a mask because of a documented health issue or IEP shall instead wear a face shield and neck drape (tucked into the shirt). Masks and Face Shields will be provided by the District. 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.

Handwashing 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 no touch hand drying equipment; 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. f) hand sanitizer shall be placed at the entrance of each classroom and outside of all restrooms. Students and staff shall be required to use the hand sanitizer prior to entering the restroom. 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.

Daily cleaning and disinfecting Classrooms, restrooms, and workspaces must be

cleaned and disinfected daily by Custodial staff. The District shall ensure that all classrooms, restrooms, and workspaces are cleaned and disinfected daily, including but not limited to desks/tables, doorknobs, light switches, faucets and sinks, hand railings, and other high touch fixtures, using the **safest** and most effective disinfectant **necessary, as recommended** by federal, state and/or local health officials. If the district requires a unit member to clean he/she will be compensated for their time.

HVAC and HEPA air filters The District shall ensure all HVAC systems **operate** on the mode which delivers the most fresh air changes per hour including disabling demand-controlled ventilation and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit. Air filters shall be MERV 13 or higher and changed at the recommended intervals. Rooms without adequate central HVAC, such as portables or other classroom/workspaces, shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room.

Health screening, testing, notification, and contact tracing The District shall ensure all students, employees, and visitors are checked for symptoms daily prior to entering school, including temperature checks via no touch thermometers. The District shall provide training for all staff by a county nurse to set protocols. Visitors with any symptom consistent with COVID 19 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 space on site pending travel home. Upon notification that an employee or student has been infected with COVID 19 the District shall support the local health department officials as required. All persons who may have come in contact with the infected individual shall be notified. The District shall comply with all requirements of the State of California, California Department of Public Health and The San Mateo County Health Department regarding on-site testing protocols. If a bargaining member is exposed to COVID-19 they will go into isolation, and have access to all available leave afforded under the Collective Bargaining Agreement as well as federal and/or state COVID-19 related leave.

At risk members and childcare issues *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 or their childcare is compromised, the unit member shall inform the district. The bargaining unit member and the district shall initiate the interactive process to determine if*

needs can be accommodated by a remote/alternative teaching assignment. Any reassignment under this provision shall be considered voluntary and shall not be subject to the placement requirements in Article 9, Sections 9.4.1-9.4.3. If accommodations can not be made, the bargaining unit member may exercise their leave options under the current Collective Bargaining Agreement as well as state and federal COVID 19 related leave .

Scheduling The District shall make every effort to avoid increases to unit member workload. For the 2020/21 school year, the instructional minutes (EC 4627 and 47612.5) will be adjusted as follows: TK/K 180 minutes 1-3-230 minutes 4-12 240 minutes

Any change to the instructional schedule that increases a unit member's workload shall

be made at the unit member's hourly rate of pay. *Increased workload is defined as additional hours of required work.* Unit members who are required to rotate between

structure the class schedule to minimize as much as possible the number of total contacts.

Assignment to a distance learning position need to discuss The District shall assign teachers to distance learning positions based on the following criteria: a. Individuals who request a distance learning position because either they, or someone in their household is at high risk of COVID 19 b. Individuals who are in teaching positions that are not fully implemented during in-person learning in 2020-2021 due to COVID 19. c. 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 in the classification.

DISTANCE LEARNING In preparation for the 2020-21 school year, the parties recognize the need to address the district's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations of public health officials to prevent illness and further spread the virus. The parties recognize that schools are critical to daily life and that collaboration between local public health, education officials, and educators is the best means to determine and balance competing concerns surrounding school reopening decisions. The district shall abide by the criteria set forth by the State of California Resilience Roadmap which establishes criteria based on county health data to effect school closures to in person learning. If SMC is placed on the County Monitoring List, schools

shall be closed to in person learning. If SMC is off the County Monitoring List for 14 consecutive days, schools shall open for in-person learning in a manner consistent with the LHPUSD Reopening 2020-2021 Guide. If modifications to the California Resilience Roadmap, related to school openings and closures, the effects shall be negotiated.

Preparation for Distance Learning The first 3 days of the work year will be scheduled as non instructional days and reserved for staff planning and preparation of distance learning materials and professional development in distance learning.

Pay/Benefits While working under the current distance learning model, bargaining unit members shall continue to receive their full compensation and benefits. If **extracurricular** duties can and are performed, bargaining unit members shall continue to **receive stipends** and/or additional pay as provided for under the collective bargaining agreement.

Access to Worksite Under the current distance learning model, bargaining unit members may access and work from their classroom/office worksite during regular school hours 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 local public health recommendations. Except when working independently in their classroom/office, while on district premises, bargaining unit members shall maintain six feet physical distance **between** themselves and other individuals and be required to wear a face mask. Staff who cannot wear a mask because of a documented health issue shall be required to wear a face shield and neck drape (tucked into the shirt).

Bargaining Unit Member Expectations During the initial step of the reopening process for in-person learning, members will be teaching a combination of remote and in class learning. The previously negotiated prep allowance of a minimum of 4 hours (CBA) will be given weekly in order to be prepared for the lessons. Distance Learning shall adhere to the requirements set forth in SB98 and Edcode 43503. Bargaining unit members shall follow the established schedule for either in-person or distance learning and utilize a common platform for technology based distance learning. Seesaw for K-5 and Google Classroom for 6-12. The District shall provide thorough training on new materials and expectations for distance learning to provide consistency. There will be

ongoing discussions to maintain reasonable instructional standards and expectations for the delivery of a quality distance learning model that includes meaningful interaction engagement and social supports with/for students Under the current distance learning model, bargaining unit members shall be responsible for planning appropriate standards-based instruction, and responding to parents and students in a timely manner (within 24 hours) during the work week. They will support diverse learners, build rapport and connections with students by interacting daily with remote learners, regularly monitor and respond to student work (within a week period), providing students feedback and reporting non-participation to the site administrator for additional outreach and follow up. Assessment of progress will be communicated to parents on Friday each week using a common district form

For districts currently required to reopen under a distance learning model, we anticipate District responsibilities and expectations to be more involved and rigorous than those required under the emergency school closure in the spring Guidance and materials will be provided to promote equity.

Remote Work Expectations Unit members will be allowed to work remotely while the District is operating

exclusively in distance learning The remote work arrangement shall be discontinued for unit members who are documented by their supervisor on two (2) occasions as being unable to meet performance expectations. The supervisor shall provide the unit member with a copy of the documentation for each such occasion when it arises. Documentation shall also be provided to the Union President unless otherwise directed by the unit member. The Union President shall be notified when a unit member's ability to work remotely is discontinued Such determination shall not be arbitrary or capricious. Unit members who are required or who wish to work on site shall be granted use of a classroom or office where the unit member can work safely with internet access and the equipment and materials needed for the performance of their duties. Unit members shall remain available to come on site for critical job related responsibilities unable to be completed remotely. The responsibilities include, but are not limited to materials coordination and distribution critical review of cumulative folder documents; "wet" signing of critical documents; picking up instructional materials; and preparation activities related to the return of in-person instruction. The District will provide at least forty-eight (48) hours notice to unit members before requiring unit members to come on site for such responsibilities.

Evaluation During the 2020/21 school year, in person observations will be limited to protect the bubbles in the classroom and to allow unit members to become familiar with the new learning model

SCHOOL RE-CLOSURES The District shall follow the July 17, 2020 guidelines published by the California Department of Public Health (attached) in the event of a case or a close contact at any school.

Regarding Leave The District will comply with all State and Federal leave laws related to COVID 19, including, but not limited to, paid sick leave and expanded family and medical leave under the Families First Coronavirus Response Act.

Signatures

(District)

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Amy Wooliever 12/7/2020

Signature

110/2020 Date

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Signature *Kristina Kern*

Date 12/7/2020

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