

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT  
AND  
MONTEREY BAY TEACHERS ASSOCIATION  
REGARDING REOPENING OF SCHOOLS 2020-2021  
JULY 24, 2020**

The Monterey Peninsula Unified School District and Monterey Bay Teachers Association enter this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus COVID-19 (“COVID”).

Both parties agree that the coronavirus (“COVID -19”) pandemic, has brought unprecedented challenges to our schools, our economy, and our families. In these challenging times, all of our employees, including teachers, have gone to extraordinary lengths to ensure some continuity of education to meet the needs of the whole child and to support students who depend on schools as a source of stability in uncertain times. Parties recognize that in the event of changing circumstances as it relates to COVID-19 that effects and/or impacts the learning and working conditions shall be subject to negotiations.

The parties agree to the following:

**A. Distance Learning**

**I. Adhere to Health Guidelines**

1. The District shall adhere to the COVID guidelines issued by the Centers for Disease Control (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 Monterey County Health Department (MCHD) and the Monterey County Office of Education (MCOE). The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.

**II. Physical Distancing:**

1. The District shall ensure minimum physical distancing of six (6) feet between student workspaces, between educator and student workspaces, and between employee workspaces where feasible.
2. The District shall provide markings throughout school sites that maximize physical distance for students and staff.

3. The District shall not require in-person full staff meetings, adjunct duty meetings, or professional development. The District may require in-person meetings of 10 or fewer people if the District can ensure a minimum of six (6) feet physical distance between all employees for the duration of the meeting and for entering/leaving the meeting.

### **III. Health and Safety Issues**

1. The District shall require the use of facial coverings (masks) in accordance with federal, state, and local guidelines currently in effect. If a bargaining unit member is in need of a facial covering (mask), the District will provide one for the unit member. 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). 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.
2. 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 hand drying equipment;
  - b. Every classroom shall be provided hand sanitizer
  - c. Non-classroom workspace shall be provided hand sanitizer
  - d. Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point;
  - e. All handwashing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.
3. The District shall ensure 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 the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.
4. To the extent possible, the District shall ensure all HVAC systems operate on the mode which delivers the 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 will be checked every three months and replaced as needed.
5. The District shall ensure all employees perform the staff wellness screening process (Exhibit A) of their health and any symptoms prior to arriving at work. The District shall ensure visitors are checked for symptoms daily prior to entering school buildings outlined in (Exhibit A). Visitors and those employees who visit a site other than their permanent work location are checked for symptoms daily prior to entering school buildings. Unit members shall not be required to meet with parents or visitors without at least 24 hours notice. All other visitors 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 room on-site pending travel home. In the event of an exposure to COVID-19 that requires a unit member to self-quarantine, the unit member shall be placed on an appropriate leave of absence.

6. Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing in conjunction with local health officials. All persons who may have come in contact with the infected individual shall be notified. The District shall notify the Association of the location(s) where the infected individual was present on the school premises during the suspected incubation/active infection period.
7. Students, employees, and visitors shall be required to wash their hands or use hand sanitizer and wear a mask upon entering district buildings, and every time a classroom is entered.
8. Until onsite testing becomes available, testing schedules shall be provided to unit members that are available in the county. Once testing becomes readily available by the State, the District will offer free testing based on state guidelines.

#### **IV. Distance Learning**

MPUSD defines distance learning as the strategic integration of in-person learning with technology to enable real-time data use, personalized instruction, and mastery-based progression. It is a mechanism for giving educators, students, and parents the resources they need to deliver on the vision of a highly effective, engaging, and equitable educational experience for every child, every day. This will include consistent daily virtual instructional interaction between teachers and students. It will also include the use of online tools (teacher and student facing) used to improve, facilitate, and extend learning within and beyond the school walls. Development of assignments and lessons will be aligned to **MPUSD's Distance Learning Principles:**

1. **Communication:** Frequent communication with students is key for online learning to be consistent and purposeful
2. **Content:** Students assigned work that is meaningful and reasonable for student access, completion, and mastery
3. **Flexibility:** Easily deployed, at any time, for any amount of time
4. **Interactions:** Works for guardians, while providing consistent support through feedback cycles, teacher/student connections, and other consistent “live interactions”.
5. **Feedback:** Frequent strength-based feedback is provided for students/ families to monitor learning progress

6. **Instruction:** These efforts are to enrich, accelerate, and extend learning and will not be utilized in a punitive way due to the extenuating circumstances of many of our students and families.

The District and MBTA shall adhere to student participation and absenteeism requirements. (Education Code Section 43504)

- a. The Bargaining Unit member will document daily participation for each student on each school day, in whole or in part, for which distance learning is provided, as well as contributing to a weekly engagement record for each student documenting synchronous or asynchronous instruction for each whole or partial day of distance learning.
- b. Daily participation may include but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between employees of the District and students or parents or guardians. A student who does not participate in distance learning on a school day shall be documented as absent for that school day.
- c. The District shall ensure that a weekly engagement record is completed for each student documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments.
- d. A student who does not participate daily in distance learning shall be deemed absent by the District. The District shall use documentation of the absence for purposes of reporting its chronic absenteeism rates in its local control and accountability plan.
- e. The District shall develop written procedures for tiered re-engagement strategies for all students who are absent from distance learning for more than three school days or 60 percent of the instructional days in a school week. These procedures shall include, but are not limited to:
  - i. Verification of current contact information for each enrolled student;
  - ii. Daily notification to parents or guardians of absences;
  - iii. A plan for outreach from the school to determine student needs including connection with health and social services as necessary.

Unit members shall not be required to be at their worksites while performing distance learning instruction exclusively. Unit members working remotely shall:

- a. provide assurance to their immediate supervisors that they have sufficient technology to adequately provide instruction to students, conference with parents, colleagues, administrators, and students.
- b. maintain the confidentiality of all student information.
- c. ensure that the environment from which they are working is professional, absent of distractions, and safe.
- d. provide their instructional schedule to their immediate supervisor and access to all online instruction

- e. In the event a teacher is absent they will work with their site leader on a plan to ensure learning continues for their students. This can include:
  - i. Detailed sub plans, if a sub is needed
  - ii. Asynchronous learning activities for the day equivalent to the minimum number of minutes for grade levels/class

If any of the above requirements are not satisfied, the bargaining unit member may be required to work on their school site as determined by the site administrator and Human Resources. Before a unit member is required to return to work on the school site, a reasonable and immediate effort will be made to rectify any unsatisfactory practices. The Association shall be notified in the event a site administrator and/or Human Resources needs to address concerns with a unit member.

#### **V. Distance Learning Schedule**

1. 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. In accordance with guidance from 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 County Health Department issued, the parties recognize and agree that reopening under a distance learning approach is necessary at this time and will be revisited as new information comes out.
2. During the 2020-21 school year and to address safety and health concerns arising out of the current COVID-19 pandemic, student attendance shall follow alternate day scheduling. In a full distance learning model, the five-day workweek (Monday through Friday) for all bargaining unit members shall include four (4) days full Distance Learning instruction and one reduced synchronous instructional day with at least 100 minutes of "live interaction" with the remainder being asynchronous instruction. Reduced Synchronous instructional days shall be reserved for bargaining unit member preparation, professional development, and planning time. Reduced Synchronous instructional days shall not utilize more than 2 hours for staff meetings or professional development.
3. In the interest of implementing Distance Learning, the parties agree to the following:
  - a. Unit members will provide at least 3.5 hours of daily synchronous instruction support and check-ins with students on caseload on all instructional days

beginning at 8:00am to 11:50am (M, T, TH, F), and at least 100 minutes per day on Reduced Synchronous instructional days (W). (See Exhibit B)

- b. The remainder of the unit members' duty day shall include office hours, preparation, professional development, PLC, as detailed in (Exhibit B).
  - i. Suggested activities during office hours include:
    - Monitoring student usage of online programs
    - Set up a time for students and families to check-in
    - Emailing students/parents
    - Planning and communicating assignments
    - Providing feedback to students on assignments
- c. Unit members will provide the following instructional minutes to all students
  - TK through Kindergarten 180 minutes
  - 1st through 3rd Grade 230 minutes
  - 4th through 12th Grade 240 minutes
- d. Provide accompanying synchronous/asynchronous instruction
- e. Document pupils participation on each school day
- f. Regularly communicate with parents and guardians regarding students academic progress
- g. Staff participating in DL will also participate in structured activities during the allocated teacher planning day with other colleagues virtually when social distance guidelines can't be accommodated.
- h. Under the current distance learning model, bargaining unit members may access and work from their classroom/office worksite in coordination with site administration and no less than 24 hours in advance. In the event a Bargaining Unit member enters a district worksite, they will sign in and out, -and complete the wellness questionnaire (Exhibit A). The bargaining unit member shall be responsible for following state, county, and local public health recommendations. Bargaining unit members shall maintain six feet of physical distancing between themselves and other individuals and be required to wear a face mask.
- i. Unit members are to be available to administration and parents/guardians, to the extent possible, via during their regular contractual hours.
- j. High-quality teaching and rigorous learning experiences for all learners will be facilitated through the identification of essential standards. The coursework provided to students shall have the intention of promoting continuity of learning while students are not in school. Over the course of the week, the learning activities will include the following:
  1. enrichment,
  2. intervention,
  3. review and/or

4. Teachers of full-time Distance Learning shall engage in utilizing instructional platforms for distance learning that are available to all teachers and students that include District Board adopted or approved core and supplemental materials
5. Teachers will utilize the following online platforms for instruction:
  - a. Google Classroom (Grades 3-12) & SeeSaw (Grades TK-2)
  - b. Google Meets
  - c. Echo
  - d. Unique Learning Systems (SPED)
6. In order to best support our students and staff, our approach to re-open schools addresses three phases:
  - a. **Realize | July 31 - August 7** - Teachers and staff will become familiar with health, safety, and learning protocols and understand the implications for planning for the consistent and equity-focused reopening of our MPUSD Classrooms in a Distance Learning Environment. Unit members shall be provided one and a half days of unencumbered time for preparation per the CBA. (July 31 & August 4)
  - b. **Reimagine | August 10-14** - Teachers and staff will engage in structured planning and collaboration to ensure that all virtual lessons will provide students with access to rigorous tasks and grade-level work. Teachers will engage synchronously with students for a small portion of each day to begin community building and home/school connections.
  - c. **Reunite | August 17-28** - All students will return to school virtually in a synchronous and asynchronous distance learning environment receiving specific instruction in new routines, expectations settings, virtual community circles, and deep social-emotional learning experiences. Teachers will administer universal screeners to collect and analyze data. Significant prioritization will be to re-socialize in a virtual classroom and teach appropriate behavior and participation expectations in the first few weeks of school.

## **VI. Evaluations**

1. The District shall suspend evaluations for Permanent Employees for the 20-21 school year. Probationary employees will be evaluated under the current evaluation MOU. Additionally, bargaining unit members who were on a growth plan will be evaluated in 2020-2021. Permanent employees on cycle 2020-2021 will be evaluated in 2022-2023.

## **VII. Special Education**

1. The parties agree to meet as needed to address implementing guidance from the California Department of Education as well as the Federal Department of Education in order to provide an equitable and appropriate education for our students with special

needs. Special education teachers will work collaboratively with core content teachers to accommodate, and/or adapt lessons to meet the needs of students' IEP in a digital learning environment, and ensure that lessons and activities are appropriate as documented in the student's IEP. Special education teachers will continue to implement supplemental curriculum (i.e Lindamood-Bell, Do The Math, Edgenuity, Unique) as outlined by the student's IEP, including baseline testing and progress monitoring. Individual accommodations will be provided:

- a. Special education teachers of students within a Special Day Class (SDC) setting will provide 3.5 hrs of daily synchronous instruction/ tutorial support and check-ins with all students on their assigned to their class to meet the unique learning needs of students with exceptional needs.
  - i. Special education preschool teachers will complete daily live sessions for a minimum of 30 minutes per the whole group and then schedule targeted instruction to address IEP goals in a small group or individual setting.
  - ii. Special education infant/toddler teachers will complete individual weekly sessions with families as outlined on the child's IFSP. These sessions will be provided using videoconferencing or via phone.
- b. Speech/Language Therapists, Deaf and Hard of Hearing Teachers, School Psychologists, and Adapted Physical Education Teachers will prepare distance learning activities that are aligned to the student's goals/objectives within their consented IEP.
- c. Special education teachers and all related service providers will still complete all mandated annual and triennial IEP meetings, 30 Day meetings, or parent requested IEP meetings to maintain compliance provided virtually and in-person following health protocols. Initial IEP assessments will also commence once school campuses are officially open (per recommendation from the California Department of Health guidelines).
- d. IEP teams shall prioritize and complete the list of deferred assessments, from the 19/20 school year, while also keeping current 20/21 assessments in compliance. Once schools reopen, these assessments must be completed within the first 30 days of the new school year.
- e. All IEP meetings and teams will convene using a virtual video format or over the phone. Teams will use either GoToMeeting, Google Meets, or Zoom.

## **B. Hybrid Model**

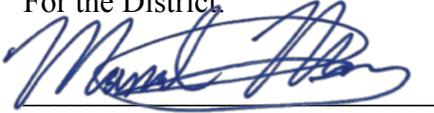
The parties agree that the governing board shall have the ability to change to a hybrid model following the guidelines established by the California Department of Health and the Monterey County Health Department. The timing of the switch to hybrid instruction shall be at the discretion of the governing board

Additional changes to this MOU may be required. Upon future changes and/or recommendations from the State of California, CDPH, or County Public Health & Safety, the provisions herein may be reviewed and renegotiated as appropriate. Either party may initiate a said review.

This MOU shall expire on June 30, 2021 unless extended in writing by the parties.

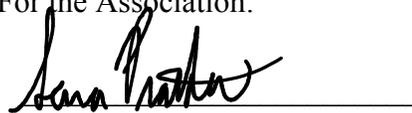
Singed on this day: 07.24.2020

For the District:



Dr. Manny Nuñez  
Assistant Superintendent, Human Resources

For the Association:



Sara Prather  
MBTA Lead Negotiator

# EXHIBIT A

## Staff and Visitor Safety and Wellness Screening Protocols

### Health Screening for Staff

Based on the information provided by the County Health Department and recent guidance from the CDC, we have made some adjustments to the Staff wellness screening process. Here is updated guidance for staff wellness screening:

All staff should self-screen on a daily basis prior to arriving at work. The following are health and wellness considerations based on information from the CDC on Covid symptoms and the local health department. Staff who answer “**Yes**” to any one of these questions should stay at home and seek medical care.

- 1. In the past 24 hours have you had a fever over 100.4 (without the use of fever-reducing medications)?*
- 2. Do you live in the same household with , or have you had close contact with, someone who in the past 14 days has been in isolation for COVID-19 or had a test confirming they have the virus? Close contact is less than 6 feet for 15 minutes or more.*
- 3. Have you had any one or more of these symptoms today or within the past 24 hours? **Are these symptoms new or not explained by another reason, such as allergies, common cold, etc.?***

- Fever of 100.4 degree or higher*
- Cough*
- Shortness of breath/trouble breathing*
- Chills*
- Sore throat*
- Muscle/body aches*
- Loss of taste or smell*
- Headache*
- Vomiting*
- Diarrhea*

If a staff member does not come in to work or is released from work due to any of the reasons associated with possible Covid symptoms, they should remain at home, contact their primary care physician, and connect with their HR representative who can inform them of their leave options.

- Staff must follow the CDC Guidelines for returning to work after exhibiting

symptoms possibly related to Covid, including 3 days with no fever, symptoms have improved and 10 days since symptoms have appeared or by providing a Doctor's release back to work.

- School Leaders should communicate screening requirements to all staff and families and provide periodic reminders throughout the school year.

### **Health Screening for Visitors**

- Only Visitors with scheduled appointments should be allowed to enter the school facility. It is important to limit the number of visitors on campus to reduce the possibility of exposure.
- Visitors must complete the visitor wellness screening form prior to entering the school facility.
  - Visitor Wellness Screening Form can be accessed by using the provided QR code on a personal cell phone or by completing the form on an ipad provided by school staff.
  - QR codes signage must be posted outside of the entrance area.
- Once a visitor completes the wellness screening form, the Principal and/or designee will receive notification of completion via email.
- If a visitor answers "Yes" to any of the wellness screening questions, they should not be allowed to enter the school facility.
- All visitors must wear a face covering at all times upon entering the school facility.
- Visitors must maintain physical distancing of 6 feet at all times.
- Visitors who have completed a wellness screening must be given a visitor badge or sticker identifying them as an approved visitor while on campus.
- Post signs, already provided to you, at all entrances including instructing visitors not to enter campus if they have any COVID-19 symptoms and to maintain physical distancing.
- Postal Deliveries can be provided without the use of a visitor screening form being completed. The delivery process should ensure safe and healthy practices, including physical distancing and wearing of face coverings.

**\*\*\*Staff who visit a school site that is not their assigned site and/or who have multiple assigned sites MUST sign-in on the visitor log before entering the school site.**

# EXHIBIT B

High School & MS Proposed Schedule A/B Rotation			Elementary Proposed Schedule		
Period**	Times	Type	Block**	Times	Type
Setup	7:45-8:00		Setup	7:45-8:00	
1/5	8:00 - 8:50	SYNCHRONOUS	AM Block* 1	8:00 - 8:50	SYNCHRONOUS
Transition	8:50 - 9:00		Transition	8:50 - 9:00	
2/6	9:00 - 9:50	SYNCHRONOUS	AM Block 2	9:00 - 9:50	SYNCHRONOUS
Transition	9:50 - 10:00		Transition	9:50 - 10:00	
3/7	10:00 - 10:50	SYNCHRONOUS	AM Block 3	10:00 - 10:50	SYNCHRONOUS
Transition	10:50 - 11:00		Transition	10:50 - 11:00	
4/8*	11:00 - 11:50	SYNCHRONOUS	AM Block 4	11:00 - 11:50	SYNCHRONOUS
Lunch	11:50 - 12:20		Lunch	11:50 - 12:20	
1-4/5-8	12:20 - 3:15	ASYNCHRONOUS/Office Hours	All Subjects	12:20 - 2:25	ASYNCHRONOUS/Office Hours
* Middle school Advisory (1st period teacher will check in with students during this time)			*Instructional Synchronous blocks can include small group instruction, full group instruction, or partner work in ELA, Math, Social Studies, ELD, PE, VAPA, and etc.		
**Prep will follow teaching daily assignment for HS and for MS added unencumbered prep equivalent to period after lunch (during/instead of Office Hours)			**2:25-3:15 Unencumbered Prep		
High School Wednesday A/B Rotation			Elementary Proposed Wednesday Schedule		
Period	Times	Type	Block	Times	Type
Setup	7:45-8:00		Setup	7:45-8:00	
1/5	8:00 - 8:25	LIVE INTERACTION	Homeroom Teacher	8:00-9:55	LIVE INTERACTION & Check in
Transition	8:25 - 8:30		All Subjects	9:55 - 3:15	ASYNCHRONOUS/ PLC,Planning, PD, Prep
2/6	8:30 - 8:55	LIVE INTERACTION			
Transition	8:55 - 9:00				
3/7	9:00 - 9:25	LIVE INTERACTION			
Transition	9:25 - 9:30				
4/8	9:30 - 9:55	LIVE INTERACTION			
1-4/5-8	9:55 - 3:15	ASYNCHRONOUS/ PLC, Planning, PD, prep			
Middle School Wednesday					
Setup	7:45-8:00				
Advisory (Period 1)	8:00-9:55	LIVE INTERACTION Advisory lesson, community circle check in, and support			
1-7	9:55 - 3:15	ASYNCHRONOUS/ PLC,Planning, PD, prep			

**Note:**

- Middle school Advisory (1st-period teacher will check in with students during this time)
- Prep will follow teaching daily assignment for HS and for MS added unencumbered prep equivalent to the period after lunch (during/instead of Office Hours)
- 2:25-3:15 Unencumbered Elementary Teacher Prep Period
- Instructional Synchronous blocks can include small group instruction, full group instruction, or partner work in ELA, Math, Social Studies, ELD, PE, VAPA, and etc.