

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PALM SPRINGS UNIFIED SCHOOL DISTRICT
AND
PALM SPRINGS TEACHERS ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING WITH A DISTANCE LEARNING MODEL DURING
THE 2020-2021 SCHOOL YEAR.**

JULY 27, 2020

The Palm Springs Unified School District (“District”) and the Palm Springs Teachers Association (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus COVID-19 and the opening of schools using a distance learning model.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The Parties recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. The Parties recognize the importance of prudent measures to prevent employees, students, their families, or other people using facilities from being exposed to or infected with COVID-19. Consistent with applicable Public Health guidelines, Prudent measures shall be taken to identify potential exposure and prevent the spread of the disease.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement (“CBA”) not in conflict with this MOU. Further, the Parties affirm that applicable provisions of the Educational Employment Relations Act (“EERA”) *California Government Codes 3540 et seq.* remain in effect.

The Parties agree to the following:

The District will implement, to the extent possible, a “progressive reopening of schools plan.” The progressive plan will include a Distance Learning program for all students starting August 5, 2020 followed by a Hybrid Program and a Modified Traditional program. The program phase-in shall be consistent with applicable federal, state, and local mandates as well as Board of Education policies and directives, subject to negotiation with the Association to the extent required by law (e.g. Appellate cases, PERB decisions).

Furthermore, while the Distance Learning Instructional Program is in effect, the parties agree to the following:

1.0 DEFINITIONS

- 1.1 “Face Coverings” – cloth face coverings or masks as recommended by federal, state, and local public health guidance.
- 1.2 “Hand Sanitizer” – CDC recommended and FDA approved hand sanitizer.
- 1.3 “Personal Protective Equipment” – this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as

Essential Protective Equipment or Essential Protective Gear and includes face coverings, masks, face shields, neck guards, barriers, gloves, goggles, etc.

- 1.4 “Physical Distancing” – also known as social distancing to help decrease the spread of the virus by increasing the space between people as defined by applicable public health authorities (currently at least six (6) feet).

2.0 PERSONAL PROTECTIVE EQUIPMENT (“PPE”)

- 2.1 The District shall provide PPE to all unit members and students for every day that unit members or students are required to report to school sites.
- 2.2 In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District. Unit members will be provided up to \$50 reimbursement for the purchase of personal PPE equipment.
- 2.3 Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE.

Face Covering Requirements

- 2.5 Face coverings shall be worn properly by all individuals on a school campus indoors when people are present or outdoors when physical distancing cannot be maintained. This applies to all staff, all students in grades TK-12, all administrators, and any visitors on campus over two years of age. The District shall develop and share with staff a plan to deal with students and others who are not in compliance with the face covering requirements.
 - 2.5.1 Face coverings shall not be required for staff if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist. In the event staff cannot wear face coverings due to a verified medical condition, the parties will attempt to accommodate the employee through the interactive process.
 - 2.5.2 In the event a student cannot wear face coverings due to a verified medical condition, adjustments may be made to an IEP or 504 plan.

Hand Washing Requirements

- 2.6 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- 2.7 All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering district sites and every time a classroom is entered.
- 2.8 The District shall comply with the following hand washing requirements:
 - 2.8.1 The District will provide each school site, classroom, and non-classroom workspace with hand washing/hand sanitizing supplies for regular daily use.
 - 2.8.2 Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point on a school campus.

- 2.8.3 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed and prior to the beginning of each day that staff or students are on campus.

3.0 On Campus Instruction

The COVID-19 pandemic has caused federal, state, and local public health officers to issue orders and guidance impacting the educational operations of the District in order to minimize health and safety risks associated with COVID-19 infection and illness. As a result of the orders and guidance issued by federal, state, and local public health officers, any in-person learning offered by the District during the pandemic shall be offered consistent with all of the provisions below.

Health Guidelines and Orders

- 3.1 The District will follow public health directives and agree to meet as soon as possible with the association to negotiate the impact and effects of any revisions or updates to the guidelines.

Physical Distancing: During Distance Learning

- 3.2 The District shall ensure minimum physical distancing (currently at least six (6) feet) between all employee workspaces.
 - 3.2.1 The District shall calculate the maximum capacity of all workspaces while maintaining physical distance requirements. The capacity for each classroom space shall be posted prior to the start of in-person learning.
 - 3.2.2 All workspaces shall be measured and marked to maintain the physical distancing requirement prior to the start of in-person learning.
- 3.3 In situations where the minimum physical distancing requirement is insufficient to provide necessary academic instruction or assessments as mutually agreed to by the unit member and the site administrator, alternative and effective safety devices shall be used such as plexiglass barriers and/or face shields with neck drapes. Time spent in proximity of less than six (6) feet between individuals shall be minimized to the extent possible.
 - 3.3.1 In situations where alternative and effective safety devices cannot be provided, Bargaining Unit Members shall not be required to provide necessary academic instruction or assessments until alternative and effective safety devices are provided.
- 3.4 No unit member shall be directed to violate the six (6) feet of physical distancing requirement except to prevent imminent bodily or physical harm from occurring (except as noted in 3.3 above).
- 3.5 The District will provide a plan for physical distancing in classrooms per school site.
- 3.6 During the initial implementation of Distance Learning, unit members will actively participate in the physical distancing set up for their assigned classrooms/learning spaces in preparation for the Hybrid program phase-in.

Meetings and Gatherings

- 3.7 Meetings and gatherings shall be conducted in virtual modalities to the best extent possible. The parties agree that virtual meetings will be prioritized while distance learning protocols apply. In

the rare event an in-person meeting is required, all physical distancing requirements outlined in this MOU shall be followed. In no event will any meeting or gathering exceed the number of individuals allowed by applicable public health directives.

3.8 Large in-person gatherings are prohibited.

3.8.1 Back-To-School Night, parent/teacher conferences, school assemblies, and Promotion/Graduation meetings or ceremonies shall be conducted virtually for the 2020-2021 school year unless mutually agreed upon by the Parties.

3.9 School staff shall limit the number of in-person visits to classrooms in order to minimize the spread of the illness.

Other Health and Safety Issues

Cleaning and Disinfecting

3.10 The District shall ensure that all classroom spaces, restrooms, common spaces, 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.

3.11 Daily cleaning and disinfecting as described in Section 3.10 shall be done by trained custodial personnel. Certificated unit members shall not be required to perform daily cleaning and disinfecting that falls outside the scope of the normal duties in our bargaining unit.

The District will follow all PSUSD COVID 19 cleaning policies as outlined by the Maintenance and Operations department. The current policy is summarized below (District retains discretion over all staffing decisions).

Custodial Department Cleaning and Disinfecting Plan for School Reopening

3.11.1 Schools will maintain an additional thirty- (30) day stock of essential supplies e.g. toilet paper/seat covers, paper towels, disinfectant, soap, trash liners, personal protective equipment, etc. in the event there is a shortage or interruption in the supply chain.

3.11.2 Frequently touched areas disinfected twice daily including but not limited to: door handles, light switches, sink handles, bathroom surfaces, tables, chairs, hand/soap dispenser units, drinking fountains, teacher work stations, administrative office areas (shared workroom, staff restrooms, staff lounge, kitchens etc.) being accessed by staff and district employees.

3.11.3 Custodial cleaning/disinfecting logs placed in classrooms and ancillary areas.

3.11.4 Each school (with exception of smaller alternative sites) will be provided one (1) extra temporary day custodian solely dedicated to disinfecting frequently touched surfaces and restrooms, refilling soap/hand sanitizer dispensers and restocking restroom products, as necessary.

3.11.5 Night custodial roving teams shall provide supplementary support for schools to ensure all classrooms are disinfected daily.

3.11.6 Portable outdoor hand washing stations at all points of entry into school sites.

3.11.7 Hand sanitizer dispensers in all classrooms and points of entry into school sites.

3.11.8 Soap dispensers in all classrooms with sinks.

3.11.9 Electrostatic disinfectant sprayer provided to each school for enhanced touchless disinfection.

Filters

3.11.10 Maintenance & Operations uses a high quality MERV-10 panel filter that is considered a top-tier filter in the industry, applicable for the HVAC equipment in use district-wide, and is specifically designed to eliminate filter bypass without diminishing design airflow. M&O is currently evaluating the merit of a MERV-13 filter for future consideration.

Health Screening, Testing, Notification, and Contact Tracing

3.12 Self-screening criteria will be communicated to students, employees, and visitors daily prior to entering school.

3.12.1 All staff will be trained on these protocols and procedures.

3.13 Staff with any symptoms consistent with COVID-19 who have had close contact with a person with COVID-19 shall be sent home.

3.14 Upon notification that an employee has been infected with COVID-19, the District shall initiate contact tracing procedures as directed by the Riverside County Public Health Department. The District shall notify the Association President of the site where the infected person works during the suspected incubation/active infection period unless directed otherwise by the Riverside County Health Department.

4.0 DISTANCE LEARNING INSTRUCTIONAL PROGRAM

The District will implement a Distance Learning program district-wide starting August 5, 2020. The implementation of the instructional program shall be in alignment with the provisions of the CBA except where noted in this MOU.

Upon mutual agreement between the District and the Association, some grade levels and/or specific programs at particular school sites may commence an early implementation of the hybrid program.

Unit members may conduct Distance Learning from home or their worksites while Distance Learning is being implemented. Unit members shall provide reasonable advance notice to their supervisor prior to working from home.

All unit members shall conduct Distance Learning from their worksites commencing three (3) workdays prior to a start to the hybrid model or as otherwise mutually agreed. Bargaining Unit Members shall be notified of this change no less than one (1) week prior to the required date of return to the worksite. The District reserves the right to direct individual unit members who have elected to work from home to return to their worksites for good cause (e.g. a substantial reason such as repeated failure to deliver effective instruction working from home). In such an event, the District will schedule a meeting with the Association President and unit member to discuss whether a sufficient rationale exists to return the unit member to their worksite.

Unit members will be available during their regular assigned work hours for IEPs, SSTs, 504s, staff meetings, parent conferences, conferences with administration, and or training mandated by assistance plans, communication with students, parents, and administration on a regular basis. Employees will also provide appropriate services, including but not limited to, educational resources, curricula content, and/or consultation.

The work day for a unit member shall be seven and one half (7 ½) hours.

- 4.1 All students will receive synchronous and asynchronous instruction and content through distance learning. It is the intent of the District to maintain a balance of synchronous and asynchronous instruction throughout the weekly schedule.
 - 4.1.1 All content shall be aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
 - 4.1.2 All students will receive daily synchronous and asynchronous interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness.
 - 4.1.2.1 If daily synchronous or asynchronous interaction is not feasible as part of regular instruction, the District shall develop an alternative plan in consultation with and based on meaningful input from students, parents, and the Association.
- 4.2 According to *Education Code 43501* as amended by SB98 the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-12 (240 daily minutes), and Continuation High School (180 daily minutes) are in effect for the 2020-2021 school year.
 - 4.2.1 When providing distance learning; academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level.
- 4.3 Any recording of live/synchronous virtual instruction is required to have the consent of the teacher and the principal.
- 4.4 The District shall provide all bargaining unit members the necessary equipment and supplies in order to provide distance learning, which may include but is not limited to technology, laptop computers, video cameras, headphones, and any other items normally provided during in-person learning.
- 4.5 The first five (5) instructional days of each month (except for 2-1-2 collaboration days), unit members shall be allowed two (2) hours of the daily afternoon periods for the purpose of planning and preparation for Distance Learning instruction.
- 4.6 The parties agree to establish a committee for the purpose of providing input regarding the weekly Distance Learning Instructional Program schedules. The committee shall be composed of eight (8) members, four (4) to be appointed by the District and four (4) to be appointed by the Association. The committee will meet the week of August 24, 2020 and thereafter as needed.
- 4.7 Elementary teachers shall be provided fifty-five (55) minutes of daily preparation time, for a total of two hundred seventy-five (275) minutes per week.
- 4.8 High School and Middle School teachers shall be provided ten (10) minute breaks in between instructional periods.
 - 4.8.1 High School teachers shall be provided a fifty-five (55) minute preparation period on Wednesdays.

- 4.9 Middle School teachers shall meet with students synchronously on Wednesdays for the purpose of checking in with students and providing stable office hours. (this does not preclude teachers from choosing to provide synchronous instruction during all periods).

Distance Learning Accountability Requirements

- 4.10 The District shall develop a monitoring system for daily student participation in Distance Learning. This system may include, but is not limited to, evidence of participation in online activities; completion of regular assignments and/or assessments; and contacts between employees of the District and pupils or parents or guardians.

- 4.10.1 Classroom teachers shall regularly communicate with parents and guardians regarding a pupil's academic progress consistent with established practices and procedures for traditional in-person learning.

5.0 DAYS AND HOURS

Classroom Preparation Days

- 5.1 A voluntary professional development eight (8) hour day, for purposes of implementing Distance Learning, shall be scheduled for July 31, 2020 and will be compensated in alignment with CBA article 4.8.
- 5.2 Prior to the first day of transition into the Hybrid program, unit members shall be provided one (1) uninterrupted work day for the purpose of transitioning to the Hybrid program.

Unit Member Daily Start Time

- 5.4 Unit members shall report to work according to the bargaining unit member start time in the CBA or consistent with past practice. If the school develops staggered start and end times, bargaining unit members shall adjust their contractual start and end time so that the overall workday remains the same number of minutes as provided for in the CBA.

Adjunct Duties, Committee Assignments, or Extra Duty Work

- 5.5 Adjunct duties, committee assignments, or extra-duty positions shall be performed in a virtual setting to the best extent possible. In the event such duties, assignments, or positions cannot be reasonably performed in a virtual setting and cannot ensure physical distancing requirements or public health directives regarding large group gatherings, they shall be cancelled.

6.0 LEAVES

6.1 Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)

The District shall apply leaves consistent with the Collective Bargaining Agreement. In addition to the foregoing, unit members shall have access to any additional leave for which they are eligible pursuant to any modifications to state and/or federal leaves recently enacted to address the Coronavirus pandemic. Human Resources and Risk Management will provide all unit members information relative to COVID 19 related leave (no later than August 5, 2020*).

7.0 CHILDCARE

- 7.1 When Bargaining Unit Members are working from their classroom, during distance learning, they shall have the option to bring their children with them to their school site provided that the children stay with the Bargaining Unit Member throughout the day and ensure the physical distancing of their children from other staff members on site. Unit members will provide reasonable advance notice to site Administration that their child(ren) are on campus. It will be the

unit member's responsibility to ensure the presence of their children does not inhibit or disrupt their professional obligations.

8.0 PAY AND BENEFITS

8.1 The District shall provide a \$250 stipend for reasonable costs associated with Distance Learning for the 2020-2021 school year.

9.0 EVALUATION

9.1 The period of time from the start of the school year through September 4, 2020 shall not be used to evaluate bargaining unit members in order to allow time for bargaining unit members and administrators to adjust to a new model of instruction. The evaluation process shall begin on September 8, 2020, with all observations and final evaluations concluded by the designated end date in the CBA. The Parties agree to meet and discuss the evaluation process for the 2020-2021 school year as needed.

10.0 COVID-19 EXPOSURE AND COHORT/SCHOOL SITE CLOSURE

- 10.1 Staff and administrators who are sick are expected to remain home and shall not be permitted on a District site while sick.
- 10.2 The District will work with the Riverside County Department of Public Health to ensure that all staff being quarantined are given resources on how to properly quarantine and provided access to medical professionals if illness manifests itself.
- 10.3 The District shall communicate any and all decisions about closures and re-opening to all bargaining unit members at a school site or district wide as appropriate. Such communication shall be by email or by telephone.

11.0 TRAINING

- 11.1 Consistent with federal, state, and local public health officer guidelines, all staff shall be trained in COVID-19 safety and health protocols.
- 11.2 The District shall provide appropriate software and training for bargaining unit members required to engage with students in a virtual setting as part of distance learning.

12.0 ACCOMMODATION

- 12.1 The Parties acknowledge that the interactive accommodation process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19.
- 12.2 The District will utilize the interactive process to address accommodation requests from employees due to COVID-19 related concerns.

13.0 ACCESS LIMITATIONS AND ASSOCIATION RIGHTS

- 13.1 The District shall develop and implement a plan to minimize access to school sites, and limit non-essential visitors, facility use permits, and volunteers.
- 13.2 Representatives from the Association, including Association leaders, the California Teachers Association, and the National Education Association, shall be granted access to District worksites.

14.0 DURATION

- 14.1 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.
- 14.2 The District and the Association agree that either party may notify the other party in writing regarding the immediate re-opening of negotiations relative to any article within this MOU at any time during the duration of this agreement.
- 14.3 This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties.

Tentatively Agreed to on July 27, 2020 pending ratification by the District and the Association.

For the District:

For the Association:
