MEMORANDUM OF UNDERSTANDING
BETWEEN PASADENA UNIFIED SCHOOL DISTRICT
AND UNITED TEACHERS OF PASADENA

School Closure Related to Coronavirus (COVID-19)

March 24, 2020

The Pasadena Unified School District (“District”) and United Teachers of Pasadena (“UTP”) enter this Memorandum of Understanding (“MOU”) regarding the school closure related to COVID-19.

The parties recognize the need to close schools in accordance with Governor Newsom’s Executive Orders and move to an alternative learning plan to allow for “social distancing” as recommended by public health officials in order to prevent the spread of illness arising from the coronavirus during the 2019-2020 school year and beyond.

1. Unit members will be notified by email about any decisions to extend school closures beyond May 5, 2020.
2. Unit members shall work remotely for the duration of the COVID-19 related school closure. Unit members shall be available via their District email account and respond to parents by this means of communication.
3. The remote workday shall begin and end in accordance with Article VI, Hours, of the Collective Bargaining Agreement. UTP unit members shall not be required to participate in remote meetings outside of their contractual hours. Unit members also shall not be required to participate in meetings during “B” Monday scheduled times.
4. Both parties shall mutually agree to a check-in form to be used by unit members prior to implementation.
5. On the days that schools were scheduled to have Open House activities in the evening, the remote instructional day shall be three hours, and the remote workday shall end at the regular time. The evening activities shall be cancelled. Refer to Section 6.9.4 of the Collective Bargaining Agreement.
6. Unit members working remotely shall perform professional duties equivalent to their assignment prior to the COVID-19 related school closure.
7. UTP unit members shall not be required to go to any students’ or employees’ home for any purpose.
8. The District shall comply with all safety and health measures mandated by the State to ensure the safety of unit members upon return to work.
9. Unit members’ compensation and health benefits shall not be reduced as a result of the COVID-19 related school closure so long as funding remains available under Executive Order N-26-20. Unit members who receive a stipend, additional percentage of base salary, ratio allowance, etc.; shall be paid accordingly as they were paid prior to the COVID-19 related school closure.
10. During the school closure, unit members shall be entitled to use the applicable leave provisions in the collective bargaining agreement and any additional paid leave mandated by the State or Federal governments, including HR6201 in the Families First Coronavirus Response Act.

11. If a unit member contracts the COVID-19 virus and/or is subject to quarantine due to the COVID-19 virus, the unit member shall be placed on paid leave pursuant to the provisions of the California Education Code, e.g., Education Code Section 44964.

12. All contractual provisions of assignments, reassignments, transfers, and filling of vacancies remain in effect during this period of COVID-19 school closure.

13. Unit members shall not be required to make-up adjunct duty or committee assignments missed as the result of the COVID-19 school closure. Adjunct duty, district, and/or site committees shall be considered cancelled and will not be rescheduled.

14. Unit member evaluation shall be paused (unless final classroom observation has already taken place) for the duration of any school closure (modified or otherwise). Refer to the MOU regarding Evaluation Procedures dated March 24, 2020.

15. The District shall adopt an instructional plan that serves as an alternative to classroom instruction that will serve the needs of general education students and special education students, in a manner that promotes equity and complies with the guidelines contained in the Governor’s Executive Order(s) as well as State and Federal guidelines.

16. The coursework provided to students shall serve the purpose of promoting continuity of learning while students are not receiving classroom instruction at a school site. The pace of instruction and the issuance of grades shall be at the discretion of the teacher.

17. The use of online learning during the COVID-19 school closure shall not establish a precedent for the preponderance of online learning employed during the actual coronavirus crisis.

18. For purposes of disciplinary action, both parties shall resort to the use of the Collective Bargaining Agreement.

19. The Principals shall provide appropriate training during “A” Monday scheduled times to support “online distance learning.” The District shall provide on demand professional development to unit members on planning virtual lessons in the form of a library of tutorials.

20. Technical assistance shall be made available during normal work hours through the use of the help desk portal. The District will provide technology response within three (3) workdays.

21. Unit members shall not be responsible for printing instructional materials, packets, etc. If a unit member does not have computer connectivity, the unit member will contact site administration for accessing internet connectivity.

22. Unit members may communicate with students, parents, or employees using Google tools such as email, Hangouts, Hangouts Meet, etc.

23. The District shall provide the means by which signatures on IEP documents are secured.

24. Upon the State/County/District determining schools “safe to reopen”, the District shall ensure that each classroom is student ready.

25. The District shall submit a “J-13 A waiver material decrease request”, and/or any other waiver for which the District may be eligible, to the California Department of Education (“CDE”) in order to mitigate the loss of ADA funding. In the event, the State of California deems alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiations on the impacts and effects of this action.

26. The provisions of this MOU shall be subject to Article V, Grievance Procedure, contained in the Collective Bargaining Agreement.
27. This MOU resolves the negotiable effects of school closures due to the coronavirus (COVID-19). The District and/or Association reserve the right to negotiate any additional impacts and effects of the District’s decision to develop and implement a COVID-19 Action Plan.

28. This Memorandum of Understanding shall expire on May 5, 2020. Thereafter, this Memorandum of Understanding will automatically be extended to the next designated date of schools reopening.

The undersigned represent they are authorized to execute this MOU.

Dated: March 24, 2020
United Teachers of Pasadena

[Signature]
Allison Steppes, Ed.D., President

Dated: March 24, 2020
Pasadena Unified School District

[Signature]
Steve Miller, Chief Human Resources Officer

Alvin Nash, Bargaining Chair