

Memorandum of Understanding
Between
The Glendale Unified School District
And
The Glendale Teachers Association

The Glendale Unified School District and the Glendale Teachers Association hereby enter into this Memorandum of Understanding regarding the effects of reopening school campuses for the remainder of the 2020-2021 school year under a hybrid model to mitigate the impacts of COVID-19. The effective date of this Memorandum of Understanding is March 13, 2021.

1. Unless otherwise specified in this MOU, the provisions of the Collective Bargaining Agreement between the District and the Association shall remain in full force and effect.
2. The District shall continue to be guided by the most current recommendations set forth by the Los Angeles County Department of Public Health (“LACDPH”), including LACDPH’s Screening and Exposure Decision Pathways for Children at an Educational Institution and Their Close Contacts at the Facility, and the California Department of Public Health (“CDPH”) regarding the reopening of K-12 schools. With regard to cleaning protocols, the District shall ensure that all areas being used by employees and/or students are being cleaned regularly on the following schedule: restrooms cleaned three times per day; classrooms, breakrooms, offices, labs, auditoriums, gymnasiums, and libraries cleaned daily; nurses offices, eating areas (i.e., cafeterias, outside tables), and areas used for student support (i.e., work station/areas for specialized services/assessments), and other areas with high use frequency cleaned as needed/upon request but at least daily. EEELP/CDCC classrooms that are shared by more than one cohort shall be cleaned prior to transitioning from one cohort to another. While the responsibility for this cleaning protocol shall not fall upon unit members or students, unit members are also encouraged to regularly wipe down their workstations with disinfectant wipes provided by the District. In the event that rooms are not cleaned, unit members may notify their site COVID-19 Compliance Officer who shall ensure that the cleaning protocols are completed. Any room used by a unit member shall be used by only that unit member and their stable group(s) or cohort(s), unless the room is cleaned between uses and the unit member is notified.
3. In accordance with Appendix T2 of the LACDPH’s “Protocol for COVID-19 Exposure Management Plan in K-12 Schools,” at every site in which unit members work, the District shall designate a COVID-19 Compliance Task Force and COVID-19 Compliance Officer. In addition, at least one week before unit members are required to return to in-person activities, GTA shall be informed of the names of all members of each task force and the name of the Compliance Officer at each site. At that time, the

Compliance Officer shall solicit requests for CDC-recommended PPE from all unit members who are required to return and ensure that all unit members receive any requested CDC-recommended PPE prior to students arriving on campus.

4. The District shall provide all work sites a supply of CDC-recommended face masks, CDC-recommended transparent face masks, face shields, and face shields with neck drapes, KN-95 masks, gloves, gowns, hand sanitizer, and disinfectant wipes, for all individuals on District property upon request. Any requests by unit members at a site, including for additional protective equipment not listed above, shall be made in writing to the site COVID-19 Compliance Officer. Additional PPE shall be provided within 24 hours. If any PPE shall not be provided, a rationale of the denial or the need for additional time to acquire the PPE must be communicated to the requesting unit member.

All individuals on District grounds must always wear a CDC-recommended face mask and maintain 6-feet physical distancing. Face masks must be secured over the mouth and nose. All events that require the removal of face masks for more than one (1) minute, such as eating meals or snacks, shall occur outside of classrooms and instructional spaces. Classroom space and routines will be arranged to allow physical distancing between students and staff with a planned minimum distance of six (6) feet. Any changes or alterations to GUSD's posted Covid Safety Plans shall be communicated directly to the Association.

The District shall comply with the following hand washing logistical requirements: every room on campus or district office with a sink shall be stocked with soap and paper towel dispensers; every classroom and non-classroom workspace shall be provided hand sanitizer; hand sanitizer or portable hand washing stations shall be provided near the interior or exterior of all ingress and egress points on campus used by students or staff; 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 school day.

5. The District shall work to secure and facilitate COVID-19 vaccinations for all unit members who wish to receive a vaccine.

When students become eligible for COVID-19 vaccines, GUSD shall promote, and will work with health care partners, the Los Angeles County Office of Education, and the City of Glendale to secure and facilitate vaccinations for all eligible students who wish to receive a vaccine.

6. All unit members who are working in a distance learning model may return to campus on Monday, April 19th and will continue in distance learning for the remainder of the week. Secondary students will return to campus beginning no sooner than Monday, April 26th for in-person instruction in the hybrid model.

a. Teachers shall continue to carry all of the students on their 2020-21 roster for the remainder of the school year regardless of whether a student opts for in-person instruction or remains in a 100% distance learning model. Students and staff shall be assigned to "planned, stable group

structure(s)” and unit members shall be assigned to no more than three (3) stable groups and/or cohorts for members working with elementary students or no more than three (3) stable groups and/or cohorts for members working with secondary students per day, and no more than ten (10) stable groups and/or cohorts per week. In the event a classroom needs emergency or non-emergency coverage, stable groups shall not be combined. Unit members shall not be required to join additional stable groups for the purpose of temporary supervision. Upon request by a classroom teacher, the district will provide an additional adult to support the students and be included as a member of the classroom’s stable group(s) during instructional blocks, when personnel are available.

b. Teachers shall provide concurrent instruction to all of their students – in-person and distance learning – utilizing their professional judgment to determine the means and methods by which they deliver curriculum to students who receive in-person and/or distance instruction ensuring that all students receive the California minimum instructional minutes and the daily live interaction on a daily basis as required by Senate Bill 98/Assembly Bill 77 (codified as California Education Code sections 43500-43504).

Each in-person student shall be provided with a Chromebook and headset with microphone to use in the classroom and additional supplies needed to participate in instruction as requested by the teacher. Each classroom shall be provided with a charging station for student Chromebooks. Upon request, each unit member shall receive a headset with microphone.

c. All elementary teachers working with grades TK-6 shall be afforded one (1) fifteen (15) minute duty-free break and a forty (40) minute duty-free lunch. Classroom teachers shall not supervise breakfast or snack. In addition, 1st - 6th grade teachers shall not supervise recess. EELP/CDCC teachers working in elementary classrooms or childcare shall receive break time as follows: two (2) fifteen minute, duty-free breaks and a 30 minute, duty free lunch.

d. All students who opt to return for in-person instruction in a hybrid model will attend in-person instruction for at least two (2) days per week.

e. If Wednesday remains a full distance learning day, classroom teachers are expected to work from home on Wednesdays.

f. If a Classroom Teacher does not have any students opt to return for in-person instruction, the unit member shall teach from their classroom on a daily basis with the exception of Wednesdays.

7. All Preschool and Elementary Classroom Teachers will be given March 22, 2021 to prepare for hybrid instruction. If Secondary teachers are required to provide hybrid instruction, they shall be given two (2) asynchronous days (Wednesday, April 21,

2021, and Wednesday, April 28, 2021) with a 10-minute check-in with their first period classes to prepare for students' return to classrooms. In addition, all teachers may utilize up to thirty (30) hours paid at the contractual hourly rate of pay per Article 7 section 1 c, (using COVID-19 funds) prior to May 21, 2021. The additional compensated time must be used outside of the unit members' contractual work hours to prepare their classrooms, attend professional development, and/or plan for hybrid instruction. The District shall provide members with a list of paid professional development options regarding the implementation of hybrid instruction including but not limited to safety protocol training, best practices in hybrid instruction, technology training, and social-emotional responsive teaching during a pandemic.

8. Preschool and Elementary students coming to school for in-person instruction shall arrive at school between 8:00 a.m. - 8:20 a.m. Prior to being permitted on campus, all students shall undergo a health screening that follows LACDPH recommendations. After passing the health screening and being permitted on campus, students shall go directly to their classroom. All Preschool and Elementary Classroom Teachers shall be in their classroom at 8:00 a.m. to begin receiving students.

Preschool and Elementary classroom teachers shall be compensated with a one-time payment paid through COVID funds to account for the additional supervision duties outside of instructional blocks (up to 20 min/day) as follows: Preschool teachers and TK-2 shall receive \$2000 and grades 3 through 6 shall receive \$1800. Should Secondary classroom Teachers be required to supervise students during times outside of instructional blocks within the contractual day (up to 20 min/day), they shall be compensated \$50/occurrence. Additional supervision within the contractual day shall be voluntary and compensated at the contractual hourly rate of pay per Article 7 section 1.c.

9. Unit members shall not be responsible for implementing COVID-19 screening procedures, or for removing individuals who are out of compliance with safety rules and procedures from classrooms, workspaces, or campuses.

10. During the instructional day, Classroom Teachers may choose to use available outdoor locations on campus to instruct students in whole or small groups. The school site administrator shall develop a plan and/or schedule for the use of outdoor locations for instruction. The outdoor use plan shall make maximum use of the available space on campus and shall ensure that all members who wish to use outdoor spaces have equitable access to scheduled time. In the event that a classroom HVAC system becomes inoperable, the classroom teachers shall determine whether (1) instruction shall be moved to the outdoor classroom or another unused classroom, if it is available or (2) an additional HEPA filter device will be added to the classroom until the HVAC system is repaired. If the HVAC system remains inoperable for more than one (1) day and a classroom with a functioning HVAC system is unavailable, then the class will pivot to a distance learning model until the repair is made.

11. In the event that a unit member needs to quarantine due to COVID-19 symptoms or exposure, the unit member shall continue to provide instruction and/or services in a Distance Learning model. If a quarantined unit member is too ill to fulfill their job duties,

the unit member shall follow the protocols in place for substitute coverage. Upon the completion of any quarantine period, the unit member shall resume in-person instruction and/or services.

Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing. The District shall inform all unit members who were on the premises at the same worksite as the individual during the infectious period of their potential exposure in writing within one (1) workday. If a site or cohort/group closure is recommended by the LACDPH or otherwise required by state or federal guidance, the District and Association agree to pivot to the distance learning model until permitted to return by public health officials.

Information concerning COVID-19 related benefits and the District's disinfection plan are readily available to all employees and shall be provided by Human Resources, upon request.

In addition, in accordance with SB95, unit members who are unable to work or telework due to qualifying reasons related to COVID-19 shall be ensured up to ten workdays of COVID-19 Supplemental Paid Sick Leave paid at the unit member's hourly rate of pay. Within one (1) week of ratification of this MOU, the District shall modify Aesop/Frontline to allow unit members to request "COVID-19 Supplemental Paid Sick Leave" when reporting an absence. Any qualifying sick leave that was not recorded on Aesop/Frontline, retroactive to January 1, 2021, shall be requested in writing to Human Resources. Should the District deny a request for "COVID-19 Supplemental Paid Sick Leave," then the reason for denial shall be provided to the unit member in writing.

12. If state or county guidelines require any member(s) of a cohort or stable group to quarantine, then the entire cohort or stable group shall quarantine unless contact tracing determines that the cohort or stable group was not exposed.

13. All Teacher Specialists, nurses, and counselors who are required to report to campuses shall be assigned one (1) designated campus to which they report. Unit members shall use their professional judgment if they choose to report to more than one designated campus. Students on their caseload who report to the designated campus for in-person instruction may receive in-person services one-on-one and prior to student dismissal. Students on their caseload who do not report to the designated campus for in-person instruction shall continue to receive services remotely.

Teacher Specialists, nurses, and counselors shall be provided an office or workspace that will allow for six (6) feet distancing at all times.

Each nurse shall perform duties related to COVID-19 contact tracing at all of their assigned school sites and shall have a designated employee who is trained in COVID-19 Contact Tracing at each school site to assist in the process.

14. All EEELP (renamed Child Development & Child Care ["CDCC"]) Teachers who are not assigned to half day preschool programs shall provide childcare.

EEELP/CDCC Head Teachers shall not see a reduction in gross annual pay regardless of changes in job duties.

The District shall follow the recommendations in the LACDPH Protocols for Providing Daycare for School Aged Children. In addition, after in-person dismissal, each EEELP/CDCC cohort shall have a designated outdoor location where they may teach students. All events that require the removal of face masks for more than one (1) minute, such as eating meals or snacks, shall occur outside of classrooms and instructional spaces. During all hours in which unit members work with students on campus, an isolation room shall be available to house individuals who are ill or who may have been infected with COVID-19, and EEELP/CDCC unit members shall not staff this room.

All EEELP/CDCC Preschool Teachers assigned to half day preschool programs with students enrolled shall be notified at least three (3) weeks prior to the start of in-person instruction and shall teach in a distance learning model from their classroom until their students return to in-person instruction.

Any EEELP/CDCC Preschool teachers assigned to half-day preschool programs with no students enrolled shall be assigned to childcare services.

15. Service providers shall work with site administrators to coordinate which days they provide in-person services. Assessments/testing and/or services that are in-person shall be provided one-on-one except in the situations in which a student's IEP allows for an instructional/behavioral assistant. All service providers shall use their professional judgment to select the most effective and efficient means to provide small group services through distance learning/teletherapy or in any other manner that will adhere to the LACDPH guidelines. Service providers may deliver services in-person to those students who are attending school in-person and shall conduct special education assessment/testing in person to those students who are able and willing to receive in-person assessment/testing. Service Provider unit members include Speech-Language Pathologists; Deaf and Hard of Hearing Teachers/Specialists; Visual Impairment Teachers/Specialists; Orientation Mobility Teachers/Specialists; Adaptive Physical Education Teachers; Special Education Itinerant Teachers; and Assistive Technology Specialists.

16. At each campus, the District shall provide and prepare both an outdoor shaded location and an indoor location from which, on a case-by-case basis, service provider unit members may choose to perform in-person assessments or provide in-person services. The indoor office or workspace shall meet or exceed LACDPH recommendations, shall allow for six (6) feet distancing at all times, and shall allow for private sessions with students.

17. The District shall minimize access to all campuses, including limiting non-essential visitors; facility use permits; volunteers; and students who are not participating in pods/FLCs or on-campus instruction/assessments/services/athletics. All

school tours, including tours for prospective families shall follow CDC Guidelines and shall occur outside of indoor and outdoor classrooms.

18. Unit members shall not suffer any reprisal or disciplinary action for reporting safety concerns or violations. Unit members shall follow health and safety protocols. If a unit member continues not to follow health and safety protocols implemented by the District related to COVID-19 after receiving a directive to comply, they may be subject to discipline.

19. The District shall provide to the Association their inventory of PPE, including but not limited to face masks, face shields, clear face masks, plexiglass barriers, disinfecting wipes, hand sanitizer, and replacement MERV 13 filters.

20. With the exception of rooms in the Pacific Avenue Education Center that cannot accommodate MERV13 filters, prior to March 29, 2021, the district shall install and regularly replace MERV 13 filters in the HVAC unit of each classroom and workspace used by unit members and provide a stand-alone HEPA air filter device in rooms occupied by students and classrooms, offices, workrooms, and lounges occupied by unit members. Within two (2) weeks of signing this MOU, the District shall provide the Association a list of air filtration devices which can be utilized to improve air quality in all restrooms. The District and Association agree to meet within four (4) weeks of signing this MOU to determine the solution(s). Required purchases shall be acquired using COVID monies and installed in restrooms that can accommodate the devices. The rooms in the Pacific Avenue Education Center that cannot accommodate MERV13 filters shall be provided two (2) stand-alone HEPA air filter devices. The District shall provide to the Association a list of all classrooms and workspaces noting whether or not they have operable windows. For all classrooms and workspaces with inoperable windows, the District shall note the status of any repairs to the windows or the reason why the windows will remain inoperable. Window repairs, MERV 13 filters, and air purification devices shall be purchased with COVID funds.

21. All meetings (including but not limited to parent meetings, department/grade-level meetings, staff meetings, and IEPs) and professional development shall be held remotely. Open House shall be conducted remotely.

22. For the remainder of the 2020-21 school year, an asymptomatic COVID-19 testing program shall occur on each campus, with scheduled testing every two (2) weeks for all participating students and staff. The District shall promote and facilitate enrollment in this program and will follow up with families who do not opt in or opt out within one week of advertising the program. By agreeing to the program, students and staff agree to multiple COVID-19 tests, but may opt out at any time. Tests shall be purchased with COVID funds.

23. In order to provide more space for social distancing within classrooms, excess furniture, rugs, tubs, and materials that will not be used due to safety guidelines shall be moved out of classrooms at the unit member's request and put in storage before

students return for in-person instruction. Unit members shall not be required to move furniture, rugs, tubs, and materials.

24. Due to the reduction of locations from which employees may eat on campus, classroom teachers, counselors, and service providers may take their duty-free lunch break at a location and time of their choice, as long as that time does not conflict with scheduled instruction or childcare duties or any mandatory meetings. All other unit members may work with their site administrator to schedule the time of their lunch based on site needs.

25. The District shall solicit the names and worksites of all unit members requiring childcare, and the age, grade-level, and home school/district of all these children, within five days of agreement of this MOU. The District shall provide no-cost childcare throughout the contractual day as a courtesy to unit members through the duration of this MOU.

26. This MOU is based on unique facts and circumstances and is not intended to be precedent setting.

This MOU is subject to ratification by the Glendale Unified School District's Board of Education and the Glendale Teachers Association.

This MOU shall expire in full without precedent on June 14, 2021 for unit members whose 2020-21 school year schedule ends June 11, 2021 and on June 30, 2021 for unit members whose 2020-21 school year continues into students' summer break, unless extended by mutual written agreement. This MOU excludes Summer programs for which members take on as an additional assignment.



April 9, 2021



4/9/21

Ms. Sarah Morrison, GTA

Date

Dr. Darneika Watson, GUSD

Date