

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE ASSOCIATED
POMONA TEACHERS
AND
THE POMONA UNIFIED SCHOOL DISTRICT
July 30, 2021**

A. INTRODUCTION

The Pomona Unified School District ("District") and the Associated Pomona Teachers ("Association" or APT) enter into this Memorandum of Understanding ("MOU") regarding returning to work for the 2021-2022 school year during the Coronavirus (COVID-19) pandemic.

The District and APT recognize that schools are critical to daily life and that collaboration between local public health and education officials is the best means of determining and balancing competing concerns surrounding the return of students to in-person instruction for the 2021-2022 school year.

The Parties have a shared commitment in providing an educational program that supports the needs of all students while ensuring a safe learning environment for students and staff by following the guidelines established by both state and county health departments. Continued education of our students during the 2021-2022 year will require flexibility given the impact of COVID-19. To support this, school operations shall be based on direction and guidance from the State of California, Los Angeles County Department of Public Health, Los Angeles County Office of Education and under federal law.

The Parties agree to adhere to Cal/OSHA's COVID-19 Prevention Program (CPP) and the plan shall be posted on the District's website. The Parties agree to adhere to federal and state law and/or guidelines from LACDPH and/or Cal/OSHA. Should the provisions of this MOU be in conflict with any new laws and/or guidance, the parties agree to meet, discuss, and negotiate the effects of the change.

B. HEALTH AND SAFETY

1. Face Masks

- a. Unless medically prohibited, all staff whether vaccinated or unvaccinated, shall wear a face mask while indoors. The District will provide, upon request, respirators (i.e., KN95 masks) to any unvaccinated employee along with instructions on how to ensure the mask fits appropriately.
- b. A medical grade mask is provided to any member who cares for sick children or has close contact with any child with a medical condition that precludes the

- child's use of a cloth face mask.
- c. Members may not wear masks with one-way valves.
 - d. The District shall provide to all employees the daily use of all required masks.
 - e. Students or visitors shall comply with the LACDPH guidelines. Any exceptions require administrative evaluation. If a face covering or face shield is refused by a student or visitor the individual will not be allowed to access the site without administrative evaluation.
 - f. Lunch and Break (Eating) If meals take place in a cafeteria, space between all tables/ chairs may be increased to maintain distance between students while eating. Barriers between tables and/ or chairs may be used as an alternative when enhanced distancing is not possible. Meal times may be staggered to reduce the number of groups in the cafeteria at any one time. The District may provide opportunities for students and members to eat outside when appropriate.

2. Hand Washing and Respiratory Etiquette

- a. All members shall sanitize and/or wash hands upon entering the workplace and periodically sanitize and/or wash hands throughout the day.
- b. All members shall continue to promote hand washing and respiratory etiquette. All members and administrators shall continue to promote appropriate hygiene with students including frequent and thorough hand washing, avoiding contact of the mouth, nose, and eyes with unwashed hands and using hand sanitizer when hand washing is not practical or available, and refrain from discouraging such.
- c. Every classroom and non-classroom workspaces shall be provided hand sanitizer.
- d. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked daily and restocked as needed.
- e. Handwashing stations are available at worksites.
- f. Every room with a working sink shall have at least one (1) soap and paper towel dispenser stocked.

3. Physical Distancing

- a. Occupancy signage and floor markers for social distancing will remain in place and may be modified to match the recommendations and/or requirements from the Los Angeles County Department of Public Health (LACDPH).
- b. Social distancing will be adhered to under LACDPH guidelines, including, in one-way stairways and

hallways, in classrooms, designated entrances and exits to buildings, and appropriate locations for lunch periods.

- c. Existing physical barriers will be used to promote physical distancing in the classroom.

4. Personal Protective Equipment (PPE)

- a. Additional PPE, such as KN95 respirators, disposable gloves, and aprons/ smocks shall be provided for members under LACDPH guidance and/or recommendations, based on the exposure risk under the Cal-OSHA Guidance on Preparing Workplaces for COVID-19 guidelines, https://www.osha.gov/sites/default/files/publications/OSHA3990.pdf?hss_channel=tw-92064349.
- b. PPE supplies shall be provided to District sites on a monthly basis.
- c. Used PPE should not be shared between members.

5. Pre-Screening

- a. All members shall self-screen prior to entering the work location. The pre-screening includes self-reflecting to determine if you are experiencing coughing, shortness of breath, difficulty breathing and fever or chills and if the employee/student is currently under isolation or quarantine orders. Temperature checks may be implemented with the recommendation from the LACDPH.
- b. Members at work who have COVID-19 symptoms shall immediately notify their principal/supervisor/designee prior to leaving the work site.
- c. Members who have COVID-19 symptoms shall report their absence in accordance with Article 14.2.9 of the Agreement.
- d. Members who have COVID-19 symptoms shall remain at home and not enter District sites.
- e. Employees can report symptoms and hazards without fear of reprisal.
- f. Visitors with COVID-19 symptoms shall be denied entry to District sites. Students with COVID-19 symptoms or who have had close contact with a person confirmed with COVID-19 should be sent to a predesignated isolation room on site pending evaluation.

6. Testing

- a. Members exposed to a confirmed COVID-19 case at the workplace shall be provided the opportunity for free COVID-19 testing during their working hours.
- b. Members shall be required to notify their immediate

- supervisor of a positive COVID-19 test result.
- c. A member shall be required to notify Human Resources of a positive COVID-19 result. The District shall maintain all positive COVID-19 test results confidential

7. Contact Tracing

- a. Upon notification that an individual has been infected with COVID19, The School Compliance Officer shall initiate contact tracing in conjunction with LACDPH and CDPH. The District shall inform all members who are on the premises at the same work site as the individual during the infectious period of their potential exposure, in writing within one (1) workday of notification to the District. This notice shall include the description of the COVID-19 related benefits available to members and the District disinfection plan that will be implemented. A copy of such notice shall be provided to the Association at the same time it is provided to the affected members.
- b. Upon notice of a confirmed positive case of COVID 19, the District shall conduct contact tracing and exposure management to identify potentially affected individuals to ensure self-quarantine based on LACDPH guidelines.

8. Cleaning and Disinfecting

- a. District cleaning and disinfection measures will be implemented so as to clean and disinfect high touched surfaces on a frequency not less than once per day during the periods of operation but may be done more frequently.
- b. High touch areas and or fixtures in use including but not limited to doorknobs, light switches, faucets, are cleaned and disinfected daily.
- c. Members will not be required to use Super 60 spray without appropriate training. Members will be provided disinfecting wipes. The District may replace trashcan liners each day in classrooms and workspaces. The trashcan(s) will be placed near the exit door area.

9. Safe Schools Team

- a. The Parties agree that work sites shall form Compliance/Safe Schools Teams at each school site under Cal-OSHA requirements. The Safe School Team shall monitor and refine the implementation of the site's Cal-OSHA plan/K-12 protocols. Safe School Teams shall be composed of an equal representation between administration and COVID liaisons, APT and CSEA.

10. HVAC

- a. The District shall ensure all HVAC systems operate on the mode that delivers the most fresh air changes per hour, and open outdoor air dampers to allow for maximum fresh air for the designated filtration system. Air filters shall be the highest level compatible with the existing ventilation system. Classrooms functioning for in-person learning shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room. In buildings or structures with mechanical ventilation, the District will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV 13 or higher filters are not compatible with the ventilation system, the District will use filters with the highest compatible filtering efficiency. Portables and/or office space without adequate central HVAC may be equipped with low noise HEPA air purifiers with large enough capacity and flow rate for the square footage of the room.
- b. HVAC filters will be replaced three (3) times per year. The District shall provide, upon request, to the APT President an updated report of the HVAC filter replacement dates.
- c. Air purifier filters shall be replaced within 48 hours upon notice that the filter needs replacement.
- d. If opening windows poses a safety risk, alternate strategies to improve airflow, such as maximizing central air filtration for HVAC systems to the maximum capability if compatible with the ventilation system, shall be used (targeted filter rating of at least MERV 13).

11. Leaves

- a. The District will provide applicable leave entitlements in accordance with the Agreement and state and federal laws including, Family and Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA").
- b. If leave entitlements are amended or modified under state and/or federal law, the new entitlements will automatically be adopted into this MOU.
- c. The District shall meet with members with qualifying disabilities under the American Disabilities Act, to determine whether the member requires a reasonable accommodation to perform the essential functions of their assignment.

12. Workers' Compensation

- a. Members may file a COVID-19 related Workers' Compensation claim where the COVID-19 virus is caused by work exposure for members who are diagnosed with COVID-19 in accordance with state law.

13. COVID-19 Vaccinations

- a. The District may coordinate with local health agencies to arrange for COVID-19 vaccinations. Leave provided for COVID-19 vaccinations and/or effects from, shall be provided in accordance with federal and state law.
- b. If COVID-19 vaccination entitlements are amended or modified under state and/or federal law, the new entitlements will automatically be adopted into this MOU.

14. Child Development

- a. The District shall provide adequate supplies onsite to support healthy hygiene behaviors. These items will include soap, tissues and hand sanitizers with at least sixty (60) percent ethyl alcohol for staff and those children who can safely use hand sanitizer.
- b. Air filters and filtration systems at child development sites shall be checked every three (3) months and replaced as needed to ensure optimal air quality.
- c. The District will identify a pre-designated isolation room or area to permit immediate separation of anyone who exhibits COVID-19 symptoms.
- d. Each child's personal belongings are separated and kept in individually labeled cubbies.
- e. The District will notify Child Care Licensing and the LACDPH of all children with confirmed COVID-19 who have been at the site within one (1) business day.

This MOU shall expire on December 31, 2021 as set forth above unless extended by mutual written agreement.

Lisa Bonetti

APT Bargaining Chair

7/30/21

Date

Monika Schmitt

APT President

7/30/21

Date

Damon Knowles

District Representative

7/30/21

Date

[Signature]

District Counsel

7/30/21

Date

Memorandum of Understanding between the Pomona Unified School District and the Associated Pomona Teachers for Independent Study Under AB 130

This Memorandum of Understanding ("MOU") is made and entered into this 31st day of July, 2021 between the Pomona Unified School District (hereinafter the District) and the Associated Pomona Teachers, CTA/NEA (hereinafter APT).

This MOU addresses AB 130 and related requirements for the District's provision of Independent Study to students during the 2021-2022 school year. This MOU applies only to members selected for Independent Study under AB 130. For purposes of this MOU all references herein are to Independent Study under AB 130.

1. Selection of members to provide Independent Study shall be conducted in accordance with Article 11 of the CBA.
2. The District intends to centralize Independent Study at several locations throughout the District. The District may also assign members to provide Independent Study at their current school site. Each teacher will be assigned their own classroom/workspace for Independent Study.
3. For grades TK-6 (Elementary), students shall receive counseling services from the Independent Study centralized location. For grades 6-12 (Secondary), students shall receive counseling services from their school of origin.
4. With the exception of schools that are in declining enrollment or subject to closure, members may return to their school site for the 2022-2023 school year, following the completion of the Independent Study program.
5. The District shall first consider volunteers who wish to transfer to Independent Study.
6. Members transferred to Independent Study at the District's discretion shall be given the reasons for the impending transfer in writing, upon request.
7. Members who provide Independent Study shall be evaluated in accordance with the CBA or the Memorandum of Understanding governing the System of Professional Learning & Growth and Side Letter effective through June 30, 2022.
8. Members who engage in good faith actions to implement Independent Study shall not be subject to any disciplinary action due to unique circumstances and interference beyond their control.
9. Members shall report known inappropriate online student behavior occurring during instructional interactions to their site administrator. People who gain entry into online classes

for the sole purpose of disrupting the learning process will not be tolerated. The District will provide notice to students and families of the prohibitions against recording teachers without their consent under Education Code section 51512 and Penal Code section 632. Members may report incidents of unauthorized recordings to their site administrators for appropriate action. Members will reference the Ed Tech internet safety website <https://sites.google.com/apps.pusd.org/internet-safety/home>.

10. Members engaging in Independent Study shall maintain all rights afforded to them under the Education Code.
11. Temporary teachers shall be selected to provide Independent Study in accordance with the Education Code.
12. Members requiring a substitute teacher shall request a substitute teacher in accordance with Article 14 of the CBA.
13. Members who agree to provide Independent Study are ineligible for transfer for the duration of their Independent Study assignment during the 2021-2022 school year.
14. The professional work day for members teaching in Independent Study shall be the same as defined in the CBA, and as provided in the attached schedule (changes to the schedule require site administrator approval).
15. Independent Study class sizes shall be:

i.	TK	26
ii.	K	24
ii.	1- 6 3	28
iii.	4-6 (K-8)	32
iv.	6-12	35

16. Members who teach in Independent Study shall have a daily preparation period equivalent to secondary school members.
17. If a sixth period assignment is needed by the District Appendix XII, Section V, of the CBA shall be followed.
18. Members will utilize District approved learning management systems and curriculum, including but not limited to:
 - a. Elementary: Zoom, Q, Google Classroom, iReady Mathematics and Reading
 - b. Secondary: Zoom, Q, Google Classroom, Edgenuity
19. Members shall follow and comply with all requirements under AB 130 as directed by the District.
20. During the 2021-2022 school year, members teaching in TK-6 (Elementary) Independent Study program shall follow the District's grade submission calendar(s). The Parties agree to convene a committee consisting of four (4) APT members and three (3) District representatives to develop a grade

submission calendar for Independent Study for grades 6-12 (Secondary). The committee shall provide its recommendations to the Parties on or before August 20, 2021.

21. Late start Fridays for Independent Study members shall be from 8 a.m. to 10 a.m. to allow the member to attend Independent Study meetings and/or late start Friday site meetings.
22. Independent Study Special Education teachers will follow Article 12.4 and all other applicable articles in the CBA.
23. Members may notify their site administrator and/or the Association regarding issues or concerns related to the implementation of this MOU. If the issue or concern cannot be resolved informally at a site, upon notice, the Parties agree that the Deputy Superintendent, Human Resources, and APT President shall meet within 2 working days to resolve the issue. If the Deputy Superintendent and APT President are unable to resolve the issue, and/or if the member is dissatisfied with the resolution, the matter will be referred to the Superintendent.

The Parties agree that this Memorandum of Understanding satisfies the Parties' obligation to negotiate the effects of AB 130 and ~~the~~ provision of Independent Study by APT members during the 2021-2022 school year. ~~and~~ ~~The Parties agree~~ to meet as soon as possible to negotiate the impact and effects of any revisions or updates to AB 130. This Memorandum of Understanding will become effective upon approval by the District and ~~the~~ APT and shall sunset effective June 30, 2022.

Lisa Garnett
APT Bargaining Chair

Darren Knowles
Deputy Superintendent, HR

Date

Date

APT President

District Counsel

Date

Date

Schedule

Monday	Tuesday	Wednesday	Thursday	Friday
8:00-9:00 Teacher Prep	8:00-9:00 Teacher Prep	8:00-9:00 Teacher Prep	8:00-9:00 Teacher Prep	8:00-9:00 LSF- In Person School Staff 9:00-10:00 LSF IS Virtual Meeting
9-12:00 Synchronous Instruction Window (Whole Group, Small Group, Individual)	9-12:00 Synchronous Instruction Window (Whole Group, Small Group, Individual)	9-12:00 Synchronous Instruction Window (Whole Group, Small Group, Individual)	9-12:00 Synchronous Instruction Window (Whole Group, Small Group, Individual)	10-12:00 Synchronous Instruction Window (Whole Group, Small Group, Individual)
12:00-12:30 ELD	12:00-12:30 ELD	12:00-12:30 ELD	12:00-12:30 ELD	12:00-12:30 ELD
12:30-1:10 Lunch	12:30-1:10 Lunch	12:30-1:10 Lunch	12:30-1:10 Lunch	12:30-1:10 Lunch
1:10-2:55 Individual Contact <ul style="list-style-type: none"> • SEL • Wellness Check • Attendance Monitoring • Progress Monitoring 	1:10-2:55 Individual Contact <ul style="list-style-type: none"> • SEL • Wellness Check • Attendance Monitoring • Progress Monitoring 	1:10-2:55 Individual Contact <ul style="list-style-type: none"> SEL Wellness Check Attendance Monitoring Progress Monitoring 	1:10-2:55 Individual Contact <ul style="list-style-type: none"> • SEL • Wellness Check • Attendance Monitoring • Progress Monitoring 	1:10-2:15 Individual Contact <ul style="list-style-type: none"> • SEL • Wellness Check • Attendance Monitoring • Progress Monitoring
				2:15-2:55 Teacher Prep