

MVS
CMK

MOU Agreement between Pajaro Valley Federation of Teachers (PVFT) local 1936 and Pajaro Valley Unified School District (PVUSD) to Address Site Closure(s) Due to COVID-19 Pandemic

The safety and wellness of students, families, and school personnel are the highest priority of all PVUSD schools and programs.

The District will inform PVFT as soon as practicable should it learn of a likely COVID-19 infection of District employees or students.

When any certificated bargaining unit member is directed to be absent from their work site by order of any Federal, State or Local agency including the school district, the employees shall receive full pay and benefits for so long as the Federal, State or Local agency requires the quarantine.

If an employee is directed, verified by a doctor's note, to remain home while the results of a COVID-19 test are in process, they will not be charged sick leave. Any member affected prior to the signing of this MOU, that would be covered by this MOU, will recoup any expended sick leave that was a direct cause of COVID-19.

If an employee **elects** to remain at home while the work site is open, the employee must use their own current leave balances.

No employee will be charged sick leave or docked pay if the school or worksite is closed for health and safety reasons by the Health Department or the District. This right for bargaining unit members is reflected in the collective bargaining agreement between PVFT and PVUSD as follows:

ARTICLE XII. LEAVES.

A. Sick Leave.7: When a teacher is absent due to illness for more than three (3) consecutive days, s/he shall inform the site administrator/immediate supervisor of the reason(s) for the absence no later than the end of school on the third consecutive day. If the administrator questions the validity of the absence, s/he may require a physician's verification for additional absence

K. Quarantine. Teachers absent due to exposure to a communicable disease for which the Health Department may require isolation, but who are not themselves ill, shall receive full pay for so long as the Health Department shall require isolation.

Distance Learning:

The Distance Learning provision is in preparation for a possible outbreak of COVID-19 illness in the region, and the possible closure of school facilities to protect the health of PVUSD students and staff. Although we understand that there is no substitute to teaching and learning in a classroom, we want to continue the continuity of instruction for our students as best we can. In the event of a COVID-19 health and safety workplace closure:

Certificated staff will **work onsite to prepare for potential future closure March 16-18, 2020.**

Certificated staff may work **remotely beginning March 19, 2020, if preparations are completed for distance learning.**

In the event sites remain closed beginning the week of March 23, 2020:
Certificated staff will continue their instruction remotely.

- a. All affected site teachers who chose to use the designated district distance learning management platform will receive a list of online resources for implementation during the week of March 16, 2020.
 - a. Many teachers already have established Google classrooms which is an acceptable management system to assign and receive student work.
 - i. Students without internet at home will be provided a hotspot by the District that the IT department will help connect if needed.
 - ii. In the event there are not enough hotspots, students may be given non internet-based materials. The District has paper resources for K-2
 - b. The District shall ensure all teachers and students have appropriate materials, readily available in the district, including technological devices to deliver instruction.
 - a. This includes providing a hotspot for teachers who do not have reliable WIFI on a case-by-case basis.
 - c. Teachers have the right to ensure continuity of pacing by collaborating, creating and implementing lessons that best fit the standards-based units of study.
 - d. Teachers will determine the grades of student work based on Ca. Ed Code 49066.

Online learning allows for “asynchronous” teaching and learning. This means that a teacher and their students do not have to be online at the same time in order to transact effective teaching and learning. A teacher might post an assignment or a video teaching a concept, and students’ access at their own time to complete. Students may post questions to their teachers and teachers will answer during their contract hours. Students will turn in their work online by the due date and time set by the teacher.

If the need for this MOU as it is related to COVID-19 extends beyond June 30, 2020, PVFT and PVUSD will renew this agreement for the 2020-21 school year based on the continuity of state funding for the closure.

By: Chana Kulev 3/13/20 For District (PVUSD)
 By: [Signature] 3/13/2020
 PVFT, 1938