

PCTA to PUSD September 2, 2020

WORK IN PROGRESS: Draft MOU for Reopening Schools 2020-21

**Memorandum of Understanding Between
Plumas Unified School District
And
Plumas County Teachers Association**

The Plumas Unified School District ("District") and Plumas County Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") regarding issues related to COVID-19 and reopening school for the 2020-21 year.

Introduction: The District and the Association hold the shared belief that student and staff health and safety are the priority factors in reopening schools. We recognize and appreciate the hours of work invested by the advisory committees, the PUSD survey soliciting unit member input, and the commitment of the PCTA membership, PCOE/PUSD administration, and PCOE/PUSD School Board in supporting our students, families, and communities during the COVID-19 pandemic.

I. Adherence to Health Guidelines

The District and Association agree to the adherence of the most current COVID guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the Plumas County Public Health department. The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.

II. Health and Safety

A. Health screening, testing, notification, and contact tracing:

1. Each community shall have a full time nurse to address the safety and health of all students, staff, and visitors to the campus each day. Nursing staffing will be reevaluated when/if the number of students on campus increases. Nurses will have the ability to flag health related concerns to reevaluate staffing, and a meeting will convene between the director of student services and certificated nurses. If there is not agreement between the director of student services and certificated nurses, a meeting will convene including the superintendent (or designee), PCTA representative, director of student services, and a certificated nurse. PUSD will maintain a list of available substitute nurses should the need arise for immediate services.

2. The District shall establish a process and provide that all students, employees, and visitors* are checked for symptoms daily prior to entering school, including temperature checks via no touch thermometers.

*Visitors: No non-essential visitors shall come on campus.

- a) Prior to the start of in-person instruction, unit members shall be provided with the written process enumerating symptom checking protocols and procedures.

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- b) All students and staff shall be informed of the COVID symptom checking protocols and procedures.
 - c) Prior to the start of in-person instruction, all parents/guardians and students shall be provided with requirements related to COVID symptom protocols and procedures.
 - (1) Individuals not cooperating with COVID symptom checking shall not be permitted on campus.
 - 3. Individuals with any symptom consistent with COVID-19 shall be denied entry.
 - 4. Staff and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be sent home or sent to an isolation room on site pending travel home.
 - a) Symptoms may be identified by any staff member.
 - b) Students identified with COVID-like symptoms and removed from the classroom shall not be sent back into the classroom that day.
 - 5. Upon notification that an employee or student has been infected with COVID-19, the District will comply with applicable contract tracing requirements. Within 24 work hours the District shall notify the Association of the location(s) where the infected individual was present on the school premises during the suspected incubation/active infection period.
 - 6. All unit members shall be provided the opportunity for onsite COVID testing at no charge on a monthly basis. Testing schedules shall be arranged to minimize delays and results shall be delivered to each unit member promptly, with all relevant privacy rights preserved.
- B. **Hand washing:** Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon entering district sites and every time a classroom is entered.
- C. **Daily cleaning and disinfecting:** The District shall ensure that all classrooms, restrooms, and workspaces are cleaned and disinfected daily and between cohort sessions, 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.
- 1. Daily cleaning and disinfecting as described above (C) shall be done by trained classified personnel. Certificated unit members shall not be required to perform daily cleaning and disinfecting that falls outside the scope of the normal duties of the bargaining unit.

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D. Heating Systems/Climate Control:

1. Air filters shall be MERV-13 or higher, to the extent reasonably available, and changed at the recommended intervals once received and scheduled for installation. No hubs inside classrooms shall be permitted unless heating systems can be turned-off or until MERV-13 is installed.
 - a) If there is more than one person in the room, the County Public Health/Environmental Health does not recommend the use of portable fans.
2. The District shall make a plan for adequate outdoor air circulation in accordance with CDC guidance and ensure that ventilation systems and fans operate properly and increase circulation of outdoor air **as much as possible** by opening windows and doors and other methods.

III. Physical Distancing

Physical distancing (social distancing) helps decrease spread of the virus in two ways: increasing the space between people to at least six feet and reducing the number of different people with whom a person interacts.

- A. **Classroom:** The District shall establish a process and provide for minimum physical distancing of six (6) feet between student workspaces, between educator and student workspaces, and between employee workspaces.
- B. **Lunch:** Unit members shall be provided a duty free lunch.
 1. Staff room capacity while maintaining physical distancing requirements shall be determined and posted on entrance to the staff room.
 2. To minimize social interactions, it is recommended that meals not be eaten in the staff room.
- C. **One-way directions/movement:** The District will provide that movement through buildings is unidirectional and maximizes physical distancing. Directional markers as well as physical distancing markers should be used.
- D. **Multiple and assigned entry points:**
 1. School sites shall identify multiple access points to be used for ingress and egress before and after school.
 2. Immediately following the start of school, ingress doors and gates shall be locked.
 - a) Access by essential personnel will require a phone call to the office for symptoms check prior to entering the building.
 3. To minimize the number of people with whom unit members interact, unit members, except for nurses, shall not be assigned to monitor ingress and

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egress locations.

E. In-person meetings, interactions and gatherings:

1. In-person meetings shall be minimized during the pandemic (including but not limited to: staff meetings, 504s, IEPs, professional development, committee meetings, parent conferences, etc.) All meetings shall be held virtually to the extent reasonably feasible. Certificated members working remotely will participate virtually.
2. Informal conversations between staff members shall adhere to physical distancing and mask requirements.
3. Large in-person gatherings (i.e. school assemblies) are prohibited.

IV. Personal Protective Equipment (PPE)

A. Masks/Face Shields: The District shall require the use of facial coverings ("masks") in accordance with federal, state, and local guidelines currently in effect.

1. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield. If using a face shield without a mask or drape, physical distancing is required.
 - a) Face shields with drapes may be requested by individuals.
 - b) Masks and face shields may not be required for children age two and under, students with a documented disability status that precludes their use, or for students with medical apparatus which prevents or obstructs the use of the apparatus.
2. The District shall provide all unit members with face coverings (masks), face shields, and gloves.
 - a) In lieu of using District provided PPEs, unit members may use their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.
3. Face coverings shall be strongly encouraged grade 2 and below and required for grades 3-12. For grades 3-12, face coverings shall be required to be worn covering the mouth and nose (as described by CDC guidelines) by all individuals onsite except those exempt as defined in A.1.b.
 - a) Students refusing to comply with wearing face coverings as described by the CDC:
 - (1) Shall immediately be removed from the classroom (or site location) and have the parent/guardian contacted by administration at that time.
 - (2) Continued non-compliance shall result in the student being removed from hub participation for 14 school days.
 - (3) Additional non-compliance will result in the student being removed from the hub for the remainder of the school year.

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- B. **N95 Respirators:** Respiratory protection is important for staff caring closely for individuals who get sick at the worksite with COVID-like symptoms and should also be considered for those staff with high numbers of daily workplace contacts. Respirators must be fit-tested by a trained school nurse.
1. N95 respirators shall be provided for unit members caring for individuals with COVID like symptoms.
 2. N95 respirators shall be provided for unit members with a high number of daily work place contacts and/or unit members working at multiple sites (such as nurses).
- C. **Hand sanitizer/soap:** The following hand washing logistical requirements shall be provided:
1. Every room with a sink shall be stocked with soap, hand sanitizer, and no touch hand drying equipment (ie. hand towels).
 2. Every classroom and non-classroom workspaces shall be provided with hand sanitizer and cleaning disinfectant.
 3. Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point.
 4. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day and between cohort groups.
- V. **Paid Leave:** Families First Coronavirus Relief Act (FFCRA expires December 31, 2020) If considering taking a FFCRA leave, verify with STRS how taking this leave may impact STRS credit.
- A. For unit member self-care: Under FFCRA, a unit member qualifies for up to 10 days of available federal paid sick leave for the any of the following reasons:
1. If the member is unable to work due to government issued quarantine or isolation order related to COVID-19
 2. If a member has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work
 3. If a unit member is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work.
 4. If a unit member is experiencing "a substantially similar condition" to COVID-19 as specified by certain federal agencies and is unable to work.
- B. The District may request verification prior to placing a unit member on paid leave. [FFCRA](#) BENEFIT: Up to 2 weeks leave at full pay, up to a maximum of \$511 per day and \$5110 total for reasons (1-3). Up to 2 weeks leave at 2/3 pay, up to a maximum of \$200 per day and \$2000 total for reason (4).

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- C. For unit members to care for others: Under FFCRA, a unit member may use up to 10 days of available federal paid sick leave if the member is unable to work due to the need to care for:
 - 1. His or her child whose school or place of care is closed (or childcare provider is unavailable) due to COVID-19 related reasons.
 - 2. An individual subject to government issued quarantine or isolation order related to COVID-19
 - 3. An individual who has been advised to self-quarantine by a healthcare provider related to COVID-19

- D. Paid Leave Entitlements: Up to 10 weeks more of paid sick leave and expanded family and medical leave paid at 2/3 for qualifying reason #1 below for up to \$200 daily and \$12,000 total (when combined with leave under C(1), above). A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.
 - 1. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons. The District may request verification prior to placing a unit member on paid leave.

- E. Each employee will be referred to the Human Resources and Employee Benefits Department to better understand all options available to them regarding paid leaves. Guidance may change based on unique individual circumstances or other advisement. [Labor/Work Force CA.gov](https://www.dhs.gov/eis-a-2020-0001) chart

VI. Instructional Models

A. [Distance Learning Teacher Expectations](#)

- 1. Teachers may request to teach Distance Learning and Independent Study students on their roster. This is an exception, not the expectation, and the request shall be initiated by the teacher. If a teacher is asking to do this, there shall be a conference with the requesting teacher, site Principal, and a member of the negotiating team for clear communication of the plan. The consequence of the teacher request to provide instruction for both Distance Learning and Independent Study students must not create an increased workload such as combination class, class oversize, etc. for other unit members.

B. **Independent Study**

- 1. Students work independently and meet with their teacher once per week.
- 2. Teachers may be assigned up to 24 students (or 4 students per section at the Jr./Sr. High level) and develop an individualized learning plan for students.
- 3. Learning plans will include student interest and learning styles while meeting or exceeding grade level standards.

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4. Counselors will review student schedules identified in the Master Agreement to verify accurate placement
 - a) Counselors may request a day of extra duty pay
5. CST assessments should be used by ISO teachers teaching out of expertise areas

C. Evaluation:

1. During this initial year, unit members shall not be evaluated on the implementation of the Canvas Learning Management System used for distance learning.
2. Teachers will utilize the [PUSD Canvas Course Checklist](#)
3. Instructional Coaches will continue to provide support for Canvas implementation.

- D. School Site Closures:** Should it become necessary to close a school site due COVID-19, unit member compensation and benefits shall not be reduced as a result of the closure. Educational services shall continue to be provided as required by law.

VII. Hubs

- A. Unit members providing distance learning on site may request to participate in providing instruction/supervision for a single designated “hub” of students. It is neither required nor expected for unit members to provide this supplemental service for a hub in addition to their instructional duties.
- B. Unit members providing a hub will participate in determining its content.
- C. It is recognized that distance learning instruction is a comprehensive process requiring significant planning, focused instruction, support of student engagement, encouragement of productive discourse, student management skills in a virtual realm, etc. and necessitates resolving unanticipated technology issues. During synchronous instruction, teachers are not required to, but may choose to provide hub support and/or in class direct instruction simultaneously during Distance Learning instruction.

- VIII. Negotiations:** Using CARES Act funding, the District will pay bargaining team members working beyond their contractual year, their hourly/daily rate for negotiations dedicated to issues exclusively related to COVID-19 and the reopening of schools. This is not precedent setting for future bargaining practices.

- A. Mutually agreed upon dates

- IX.** In the event that the State of California deems alternative requirements for schools in response to COVID-19, the District and Association agree to immediately initiate negotiations.

- X.** The District and the Association understand that the COVID-19 pandemic situation is very fluid and mutually agree to review provisions of this MOU as necessary, and reserve the

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right to negotiate any additional impacts during the 2020-21 school year.

- XI.** This MOU shall expire on June 30, 2021 or at the conclusion of the COVID-19 pandemic, whichever comes first but may be extended by written mutual agreement. Nothing in this MOU shall be precedential or create any past practice.

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 9/4/2020
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Yvonne Casalnuovo
PCTA Lead Negotiator

Date

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Terry Oestreich
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Date