

MEMORANDUM OF UNDERSTANDING 20-21-01
BETWEEN
THERMALITO UNION ELEMENTARY SCHOOL DISTRICT
AND
THERMALITO TEACHERS ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE 2020-2021 SCHOOL YEAR.

AUGUST 6, 2020

The Thermalito Union Elementary School District ("District") and the Thermalito Teachers ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 and the opening of schools during the 2020-2021 school year.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The Parties acknowledge that staff and students may need to self-quarantine, become quarantined, and/or the District may need to quarantine a class(s) or close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") not in conflict with this MOU.

The Parties agree to the following:

ARTICLE 1: DEFINITIONS

- 1.1 "Classroom" – is any academic, learning, assessment, or instructional space used by students, certificated, classified, parents, administrators, or other adults on a school campus. This applies to both indoor and outdoor learning spaces, and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus. This definition will not have any effect on existing agreement regarding security cameras. No security cameras will be removed or deactivated.
- 1.2 "Class" or "Cohort" – is a group of students that maintains social isolation and physical distancing. Classes are designed to remain stable and intact to prevent the spread of infection and illness arising from COVID-19.
- 1.3 "Common Equipment" – is any school equipment or structure that is designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, recess/playground equipment, physical education equipment, pens, pencils, etc.

- 1.4 “Common Space” – is any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but is not limited to, school offices, nurse stations, playgrounds, blacktops, quads or outdoor gathering spaces, hallways, bathrooms, etc.
- 1.5 “Face Coverings” – cloth face coverings or masks as recommended by federal, state, and local public health guidance.
- 1.6 “Hand Sanitizer” – this product must contain at least 60% alcohol. Ethyl alcohol is preferred and should be used when there is the potential of unsupervised use by children. Isopropyl alcohol hand sanitizers are more toxic and can be absorbed through the skin. Hand sanitizers containing methanol are toxic and shall not be used. (see CDC and FDA Advisories.)
- 1.7 “Personal Protective Equipment” – this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and may include face coverings, masks, N95 masks, face shields, neck guards, barriers, gloves, goggles, etc.
- 1.8 “Physical Distancing” – also known as social distancing to help decrease the spread of the virus by increasing the space between people to at least six (6) feet and reducing the number of different people with whom a person interacts.

ARTICLE 2: PERSONAL PROTECTIVE EQUIPMENT (“PPE”)

- 2.1 The District will provide PPE to all unit members upon request.
- 2.2 In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.
- 2.3 Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE.
- 2.5 Face Covering Requirements
 - 2.5.1 Face coverings are to be worn properly by all individuals on a school campus. This applies to all staff, all students in grades 3-12, all administrators, and any visitors on campus over two years of age. Face coverings are strongly encouraged for young children between two years old and second grade if they can be worn properly. A face shield is an acceptable alternative for children in this cohort who cannot wear them properly. The District shall develop and share with staff a plan to deal with staff and visitors who are not in compliance with the face-covering requirements.
 - 2.5.1.1 Face coverings shall not be required for students or staff if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist.

- 2.5.1.2 In order to comply with the California Department of Public Health (CDPH)/CalOSHA guidance for Schools and School-Based Programs, schools must exclude students from campus if they are not exempt from wearing a face covering under CDPH guidelines and refuse to wear one provided by the school.
- 2.5.2 For unit members and students who cannot wear a mask according to Section 2.5.1.1, face shields with neck drapes shall be used, subject to availability. Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus.
- 2.5.3 N95 masks, face shields, and gloves shall be provided to:
 - 2.5.3.1 Unit members caring for individuals who get sick at the worksite with possible symptoms of COVID-19 illness; and
 - 2.5.3.2 Unit members, with professional or personal health concerns, may submit a written request to their site Administrators for a N95 mask. The N95 masks shall be provided by the District when available. Unit members shall not be required to submit a note from a medical professional when making this request.

2.6 Hand Washing Requirements

- 2.6.1 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- 2.6.2 All individuals shall be instructed to wash their hands or use hand sanitizer upon entering district sites and every time a classroom is entered.
- 2.6.3 The District shall comply with the following hand washing requirements:
 - 2.6.3.1 Every room with a sink shall be stocked with soap, hand sanitizer, and hand drying equipment at a height accessible to all students.
 - 2.6.3.2 Every classroom shall be provided hand sanitizer.
 - 2.6.3.3 Non-classroom workspaces and common spaces shall be provided hand sanitizer.
 - 2.6.3.4 Hand sanitizer or portable hand washing stations shall be provided at each collaboratively designated entrance and exit point on a school campus.
 - 2.6.3.5 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 that staff or students are on campus.

ARTICLE 3: DISTANCE LEARNING

Consistent with *Education Code Section 43503* as amended by SB98, if as a result of the orders and guidelines issued by federal, state, or local public health officers, the District is unable to provide a safe and healthy in-person learning environment for all students as required in Sections 2.0, distance learning may be offered for students on either a hybrid model combining in-person learning and distance learning or a total distance learning mode of instruction.

3.1 The Parties affirm that the District shall offer in-person instruction to the greatest extent possible while also maintaining a safe and healthy learning environment for all students, educators, and their families. This is done consistent with the provisions of this MOU.

3.2 Distance Learning: Working On-Site and Remotely

3.2.1 While campuses are closed to students for on-site instruction, unit members will work their normal work assignment of 8:00 a.m. to 3:30. They will work on site a minimum of three days per week from 8:00-1:00. The specific three days of the week will be requested by the unit member and agreed to with the principal. Employees with school age children may bring children with them to campus, provided that the children remain under the continuous supervision of their parent. Waivers will be required to be signed for employees choosing to bring their children to campus. The following exceptions will be made upon request to three days per week working on campus during the time that campuses are closed for student on-site instruction:

3.2.1.a. Employees who are medically vulnerable, as deemed by a doctor's note, ill but able to work from home, or quarantined will be allowed to work from home five days per week.

3.2.1.b. Employees who have children four years old or younger will be allowed to work from home five days per week if they are unable to obtain childcare.

When in-person instruction resumes, currently expected November 9, 2020, but subject to change, these exceptions will no longer be applicable.

3.2.2 Any recording of live/synchronous virtual instruction is required to have the consent of the teacher and the administrator, as well as follow the appropriate parent release protocol.

3.2.3 The District shall provide all bargaining unit members the necessary equipment and supplies in order to provide distance learning, which may include laptop computers, display boards, video cameras, headphones, and other items normally provided during in-person learning. Unit members shall work in conjunction with their site administrator in order to create a list of the necessary equipment and supplies.

3.3 Distance Learning Accountability Requirements

3.3.1 Teachers shall document daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided. A pupil who does not

participate in distance learning when assigned to do so shall be documented as absent by the distance learning teacher, in accordance with State and District guidelines.

- 3.3.1.1 Evidence of daily student participation includes but is not limited to the following:
 - 3.3.1.1.1 evidence of participation in online activities;
 - 3.3.1.1.2 completion of regular assignments and/or assessments; and
 - 3.3.1.1.3 contacts between employees of the District and pupils or parents or guardians.

ARTICLE 4: LEAVES

4.1 Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)

The District agrees to follow all provisions of the Families First Coronavirus Relief Act.

4.2 Industrial Accident Leave/Workers Compensation

- 4.2.1 All provisions of the CBA pertaining to Industrial Accident Leave and/or Worker's Compensation remain in effect.

ARTICLE 5: TRANSFERS AND ASSIGNMENTS

- 5.1 The following procedures shall apply to the assignment of teachers to conduct distance learning remotely when students return to campus:

- 5.1.1 The District will follow normal vacancy announcement protocols.
- 5.1.2 A unit member's request for a distance learning remote work assignment must be submitted via email. The request may include the reasons for the bargaining unit member's request, including that they are seeking the distance learning remote work assignment because either they or someone in their household is at high risk for infection and illness associated with COVID-19. Such information shall not be utilized or perceived by the District as a request for a reasonable accommodation.
- 5.1.3 Priority for distance learning remote work assignments shall be as follows:
 - 5.1.3.1 First priority will be given to staff that submit a doctor's note stating that they are in the high risk group and may suffer adverse effects of COVID-19 should they be required to physically return to a school site.
 - 5.1.3.2 Second priority will be given to those staff that submit a doctor's note for the medically compromised person that they live with along with legal

documentation of the relationship (insurance documents identifying the person as a dependent, marriage certificate, etc.).

5.1.3.3 Third priority will be given to staff that submit a doctor's note for the medically compromised person that they provide care to along with legal documentation of the relationship (insurance documents identifying the person as a dependent, marriage certificate, etc.).

5.1.3.4 Fourth priority will be given to unit members that feel unsafe to return to a school site but do not have documented health concerns.

5.1.4 In the event that the requests for transfers into a distance learning remote work assignment exceed the need, and two or more unit members are at the same priority level in Section 7.1.3, then similarity of grade level would serve as the first tiebreaker and district-wide seniority would serve as the second tiebreaker.

5.1.5 If after giving priority of assignment to bargaining unit members according to Section 7.1.3, there is additional distance learning remote work available, the remaining assignments shall be filled in order of hire date seniority with the District for unit members with the appropriate credential qualifications.

5.1.6 All teachers who volunteer to transfer to the Online Learning program related to this MOU shall retain all rights regarding transfer and assignments to the position from which they transferred. This provision applies only for the 2020-21 school year.

ARTICLE 6: PAY AND BENEFITS

6.1 While working under an in-person learning model, a hybrid model, or a total distance learning model, or during a period of total emergency school closure, bargaining unit members shall continue to receive their full compensation and benefits. If extracurricular duties can and are performed, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the CBA.

ARTICLE 7: EVALUATION

7.1 The period of time from the start of the school year through September 30, 2020 shall not be used to evaluate bargaining unit members in order to allow time for bargaining unit members and administrators to adjust to a new model of instruction. The evaluation process shall begin on October 1, 2020, with all observations and final evaluations concluded by the conclusion of the 2020-21 school year. The Parties agree to meet and discuss the evaluation process for the 2020-2021 school year as needed.

ARTICLE 8: PUPIL PERSONNEL SERVICES STAFF AND OTHER STAFF NOT ASSIGNED A CLASS ROSTER

8.1 All certificated bargaining unit members not assigned as a classroom teacher and other certificated non-management staff working in these positions (including but not limited to

counselors, teachers on assignment, academic coaches, and nurses) shall maintain all physical distancing, PPE and safety requirements in this MOU.

- 8.2 Physical distancing and PPE requirements are to be maintained in all workstations and office settings. If physical distancing of 6 feet is not possible due to office/room size limitations, and in order to maintain student confidentiality or privacy, alternative and effective safety devices shall be used such as plexiglass barriers and/or face shields with neck drapes. Time spent in proximity of less than six (6) feet between individuals shall be minimized to the extent possible.

ARTICLE 9: TRAINING

- 9.1 In order to comply with federal, state, and local public health officer guidelines, the District shall train all staff in any health and safety practices for which they will be expected to understand and comply with.
- 9.2 The District shall provide district approved software and training for bargaining unit members required to engage with students in a virtual setting either as part of in-person learning, distance learning, or a hybrid model.
- 9.3 The District shall provide a minimum of 10 days notice to all bargaining unit members of additional required training hours or days not already provided for in the CBA.

ARTICLE 10: CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

- 10.1 The District and Association agree to meet and confer monthly during the pandemic to discuss textbooks, curricula, educational methods, standards, assessments, with the goal of evaluating the instructional models being used and to improve student learning outcomes. The Parties shall each select four (4) representatives chosen by the Superintendent and Association President or their designees to meet virtually in this consultation committee.
- 10.2 The Parties shall meet to consult to provide meaningful input into the "School Site-Specific Protection Plan" before the District submits this to the Butte County Office of Education, the local public health department, posts it at all District sites, and shares it with all stakeholders. All "School Site-Specific Protection Plans" shall be provided to the Negotiations Team or designee at least 48 hours prior to being posted at work sites.
- 10.3 The District shall provide all bargaining unit members at a school site with the individual's name, cell phone number, and work email address designated as the single point of contact from each school site and/or District work location to the Butte County Public Health Department.
- 10.4 Due to the evolving nature of the pandemic, the Association and the District reserve the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

ARTICLE 11: DURATION

- 11.1 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.
- 11.2 This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties.

FOR THE DISTRICT:

Superintendent

Date

FOR THE ASSOCIATION:

TTA President

Date

A handwritten signature in black ink, appearing to be 'JC' with a long, sweeping underline.

Date Approved by TTA vote on
8/8/2020

TTA Lead Negotiator
(Julie Carr)