

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OROVILLE UNION HIGH SCHOOL DISTRICT
AND
OROVILLE SECONDARY TEACHERS ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND SCHOOL HYBRID RE-OPENING DURING THE 2020-2021
SCHOOL YEAR.**

October 27, 2020

The Oroville Union High School District (“District”) and the Oroville Secondary Teachers Association (“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 re-opening of schools during the 2020-2021 school year under a hybrid in-person learning model.

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.
- 1.2 “Class” – 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. Class sizes supersede class size language in the CBA for in-person learning during the life of this MOU.
- 1.3 “Cohort/Small Group Instruction” – According to CDPH’s Guidance for Small Cohorts/Groups of Children and Youth a cohort is a stable group of no more than 14 students and no more than two supervising adults or a configuration of no more than 16 individuals total (students or adults) in a supervised environment in which supervising adults and students stay together for all activities (e.g., meals, recreation, etc.), and avoid contact with people outside of their group in the setting. This does not refer to regular or hybrid in-person instruction.
- 1.4 “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, physical education equipment, pens, pencils, etc.
- 1.5 “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.

- 1.6 “Face Coverings” – cloth face coverings or masks as recommended by federal, state, and local public health guidance.
- 1.7 “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.)
- 1.8 “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.
- 1.9 “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.
- 1.10 “Supervising adult” - an adult assigned to one cohort of children or youth, who does not physically interact with any other cohorts. This includes child care staff, certificated or classified school staff, volunteers, participating parent or caregiver, or other designated supervising adult(s).
- 1.11 “Supervised environment” - an environment where multiple children or youth, from multiple families or households, are being supervised simultaneously by an adult. This includes, but is not limited to, licensed exempt child care programs, supervised programs on a school site while a school is not in session or is providing curriculum in a distance-learning format, or where some educational services are being offered to a subgroup of students as identified by a local educational agency on a school campus.

ARTICLE 2: FACE COVERINGS AND PERSONAL PROTECTIVE EQUIPMENT (“PPE”)

- 2.1 The District shall provide face coverings to all unit members and students for every day that unit members or students are required to report to school sites.
- 2.2 In-lieu of using District-provided face coverings, unit members may bring their own face coverings so long as the face coverings comply with public health guidelines and provide equivalent protection to the face coverings provided by the District.
- 2.3 Unit members shall not be required to bring their own face coverings, and no unit member shall be disciplined or evaluated negatively for not bringing their own face coverings.
- 2.4 If the District fails to provide face coverings for the day, individuals without face coverings as prescribed in section 2.2, will be sent home for the day. Unit members sent home due to lack of district-provided face coverings will receive their full daily rate of pay.
- 2.5 Face Covering Requirements



2.5.1 All unit members must use face coverings in accordance with CDPH guidelines unless Cal/OSHA standards require respiratory protection. The district will distribute the CDPH guidelines on face coverings to each unit member.

2.5.1.1 Face coverings shall be required for students or staff. 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 and neck drape shall be provided and required to be worn unless the person supplies a medical exemption.

2.5.3 N95 masks, face shields, and gloves shall be provided to Unit Members caring for individuals who get sick at the worksite with possible symptoms of COVID-19 illness.

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 The District may add portable hand washing stations at its discretion.

2.6.3 Hand sanitizer or directions to a wash station/restroom will be provided to individuals upon entering district school sites.

2.6.4 The District shall comply with the following hand washing requirements:

2.6.4.1 Every room with a sink shall be stocked with soap, hand sanitizer, and hand drying equipment at a height accessible to all students.

2.6.4.2 Every classroom shall be provided hand sanitizer.

2.6.4.3 Non-classroom workspaces and common spaces shall be provided hand sanitizer.

2.6.4.4 Hand sanitizer or portable hand washing stations shall be provided at each collaboratively designated ingress and egress point on a school campus.

2.6.4.5 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 day that staff or students are on campus.



ARTICLE 3: IN-PERSON LEARNING

If the District is unable to maintain the provisions in Sections 2.0 and 3.0, then the District will notify OSTA, or OSTA may bring it to the District’s attention, and the parties will meet to discuss and if needed, negotiate a resolution.

3.1 Adherence to Health Guidelines and Orders

- 3.1.1 The Parties shall adhere to the most recent COVID-19 guidelines for schools and orders issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), California Department of Industrial Relations Division of Occupational Safety and Health (“Cal-OSHA”), and Butte County Public Health.
- 3.1.2 Where there is a conflict between the various guidelines, orders or revisions to guidelines, the District will adhere to the Butte County Public Health Department guidelines/requirements. The District shall provide updates and revisions of the Butte County Public Health Department guidelines/requirements to the Association President and Bargaining Chair when there are negotiable impacts and effects to be considered by the parties. The Association shall have the opportunity to bargain any negotiable impacts and effects of the updates or revisions prior to implementation; however, failure to reach an agreement shall not prevent the District from complying with the requirements/guidelines. Further details concerning these requirements are set forth in the District’s Reopening Plan (subject to change as conditions warrant). This Reopening Plan incorporates implementation of Butte County Public Health Department and California Department of Public Health guidelines.
- 3.1.3 The District will comply with staff-wide COVID testing as mandated by the State or Butte County Public Health at no cost to the Unit Member.

3.2 Physical Distancing

The District recognizes the importance of maintaining a physical distance of six (6) feet between students, between staff and students, and between all staff and will regularly remind all persons of this expectation.

3.2.1 Classroom/Instructional Learning/Work Spaces

- 3.2.1.1 The District will regularly remind all staff to maintain a minimum physical distancing of six (6) feet between themselves, student(s) and staff when working at their workspaces.-
- 3.2.1.2 Unit Members who request plexiglass/plastic barriers fitted and placed in position on their desks shall be provided this modification.-



3.2.1.3 No unit member shall be directed to violate the six (6) feet of physical distancing requirement except to prevent imminent bodily or physical harm from occurring or practicing safety drills.

3.2.3 One-Way Directions/Movement

3.2.3.1 The District shall create unidirectional pathways for common walkways and congregation areas (both outdoor and indoor). These pathways shall be clearly marked to indicate the direction of travel, wherever possible. If not possible the district shall clearly divide such hallway in half for directional travel.

3.2.4 School Ingress and Egress Points

3.2.4.1 School sites shall identify multiple access points to be used for student and parent ingress and egress before and after school.

3.2.4.2 Staff, students, and parents will be encouraged to use specific ingress and egress points to school for in-person learning.

3.2.4.3 Unit Members shall not be assigned to monitor ingress and egress locations.

3.2.5 Meetings and Gatherings

3.2.5.1 Unit members have the option to attend all meetings (including but not limited to, staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, parent meetings, and parent-teacher conferences) either virtually or in-person.

3.2.5.2 Unit members are not required to attend any in-person, multi-class gatherings or school assemblies while the District is on a hybrid model of in-person instruction. The Association shall have the opportunity to bargain any negotiable impacts and effects of the District's decision to change to a model of instruction prior to implementation.

3.2.5.3 Unit members are not required to attend in-person Back-To-School Night, or Promotion/Graduation meetings or ceremonies.

3.2.5.4 Notwithstanding sections 3.2.5.1 and 3.2.5.2, all other provisions of the CBA regarding meetings apply.

3.3 Cohorts as defined in 1.3 above

3.3.1 Individuals in a cohort shall not interact with another cohort.



3.3.2 Unit members should be assigned to one cohort and must work solely with that cohort. Changing staff assignments which include switching cohorts shall be avoided to the extent practicable. Exceptions as stated in 3.3.2.1 below.

3.3.2.1 Staff who are providing specialized services or targeted support – such as speech or occupational therapy or intensive tutoring -- should be assigned to work with students in as few cohorts as possible and must observe appropriate precautions to prevent transmission, including wearing appropriate personal protective equipment (PPE).

3.4 **In-Person Instruction**

3.4.1 The District shall provide each student with sufficient supplies and minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected between uses to the extent practicable. Unit Members are not responsible for the cleaning and disinfecting materials or equipment; however, the Unit Member has the option to choose to do so if they have received appropriate training.

3.4.2 The District shall limit the visits to classrooms to only those necessary for the instructional program, environment and safety of students and staff.

3.4.3 The District will address any in-person classroom activity that necessitates an increased behavioral risk (such as singing, playing an instrument, or close physical contact) in accordance with State guidelines.

3.4.4 According to *Education Code 43501* as amended by SB98 the minimum daily instructional minutes for grades 9-12 (240 daily minutes), and Continuation High School (180 daily minutes) are in effect for the 2020-2021 school year.

3.4.4.1 Academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes.

3.4.5 **Hybrid Model**

3.4.5.1 A/B Groups

3.4.5.1.1 During an A/B groups model each classroom will be split into two groups of students, A and B. The district shall split the classrooms into balanced groups. No class shall exceed 50% of the contractual class size limits.

3.4.5.1.2 A/B groups will attend school on separate days in order to limit the number of interactions on campus and to minimize the spread of COVID-19.



3.4.5.1.3 Attendance accounting will be governed by the Education Code and California Department of Education requirements.

3.4.6 If no certificated bargaining unit member is available to provide substitute teaching coverage, the language of the CBA applies. Students may not be distributed to other classrooms.

3.5 Class Schedules

In-person instruction includes different types of models/schedules (Cohorts/Hybrid) that can be used simultaneously throughout the District depending on the situation.

3.5.1 All instructional models/schedules will be worked on in consultation with the Association to adhere to the criteria in 3.4.5. The impacts and effects of all modifications to the instructional models/schedules will be negotiated and agreed to by the parties prior to implementation.

3.5.2 Bargaining unit members are expected to work and be available during their normal contractual work hours and workdays. The daily work schedules agreed to in this MOU will replace the corresponding schedules in the CBA.

3.5.3 Unit members shall report to work according to the bargaining unit member start time in the CBA or consistent with past practice.

3.5.4 Education Code 44813 requires a duty-free lunch period of at-least thirty (30) minutes each workday. Administrators will not ask unit members to work during their duty-free lunch time. It shall be the District's responsibility to provide supervision coverage during the 30-minute duty-free lunch period.

3.5.5 Unit Members may only be assigned to outdoor student supervision duties.

3.6 Other Health and Safety Issues

3.6.1 Daily Cleaning and Disinfecting

3.6.1.1 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected at least daily and as practicable, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using a safe and effective disinfectant.

3.6.1.2 Daily cleaning and disinfecting as described in Section 3.6.1.1 shall be done by trained personnel. Cleaning supplies will be provided and stored in a safe place in each classroom. Certificated Unit Members shall not be required to perform daily cleaning and disinfecting. Unit

Members may voluntarily choose to access the cleaning materials for use in their classroom if trained.-

3.6.1.3 Upon request of the Association, the District shall provide access to copies of all Safety Data Sheets (“SDSs”) required to be maintained by Cal-OSHA.

3.6.2 Regular Disinfection of Classroom Spaces

3.6.2.1 Regular disinfection of classrooms, indoor student workspaces and staff workspaces shall be completed every day after school. Disinfection shall be done by trained personnel. Disinfection shall occur with sufficient time for any chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors.

3.6.3 Air Ventilation and Filtration

3.6.3.1 All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.

3.6.3.2 The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to the maximum amount capable for each system as indoor and outdoor conditions safely permit.

3.6.3.3 The District will maximize central air filtration for HVAC systems (targeted filter rating of at least MERV 13). Classroom spaces or workspaces where HVAC systems with MERV 13 filters are not possible or available shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room.

3.6.3.4 If an individual tests positive for COVID-19, the District will replace the HVAC filter for the classrooms affected.

3.6.4 Health Screening, Testing, Notification, and Contact Tracing

3.6.4.1 The District shall instruct all students, employees, and visitors to complete a daily self-wellness check for symptoms associated with COVID-19 infection. Advisory teachers will utilize a Google Form self-screening check as a daily check-in.

3.6.4.2 The District will follow the COVID-19 protocols and procedures determined by Butte County Public Health. All parents, students and staff will be informed on these protocols and procedures.



- 3.6.4.3 The District will comply with Butte County Public Health Protocols on the Onset of Symptoms, Potential Exposure to and/or Close Contact with an Individual Testing Positive for COVID-19 in a School Classroom/Cohort Setting with regard to staff and/or students exhibiting symptoms consistent with COVID-19 or being in close contact with an individual testing positive for COVID-19 (attached).
- 3.6.4.4 The District will comply with Butte County Public Health guidance regarding contact tracing and notification. The District shall notify the Association President as soon as possible of any school site for which a student or staff tested positive.

ARTICLE 4: PUPIL PERSONNEL SERVICES STAFF AND OTHER STAFF NOT ASSIGNED A CLASS ROSTER

All certificated bargaining unit members not assigned as a classroom teacher position (including but not limited to counselors, social workers and librarians) will provide their services on campus. While on-site, counselors will be located in a room large enough to ensure social distancing for all parties involved.

ARTICLE 5: DAYS AND HOURS

5.1 In-Person Learning

As prescribed by the August 4th MOU, the District shall provide one day of preparation to all unit members to prepare for the return to the classroom with students. (Students will remain on the distance learning model for the day and attend only Advisory synchronously, but be provide asynchronous work for the day.) This day shall count as a teacher contract day. The implementation of the Hybrid Model will be November 16, 2020. The preparation day will be November 12, 2020.

5.1.1 In the event that the OUHSD resumes full-time in-person instruction, the District shall provide one day of preparation to all unit members to prepare for the full-time return to the classroom with students. Students will only attend Advisory synchronously, but be provided asynchronous work for the day. This day shall count as a teacher contract day.

5.2 In recognition of the unusual demands of the hybrid model and the challenges it poses for child care needs, site administrators may develop a work schedule with individual Unit Members that meets the needs of the school site and the Unit Member. It is understood that this depends on the administrator’s agreement and needs of the school site.

5.3 All Unit Members teaching in the distance learning model will be limited to three different course preparations. A Unit Member may be assigned a fourth preparation so long as at least one of the courses is within the Odysseyware program.

ARTICLE 6: LEAVES

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

6.1.1 If a Unit Member qualifies for the Families First Coronavirus Response Act ("Act") they may use up to two weeks (10 days), part-time to be pro-rated for 10 days of the available federal paid sick leave. The parties recognize that the Act provides a maximum daily and overall amount set forth in the Act. Nonetheless, the District agrees that should an employee qualify for Emergency Paid Sick Leave and be unable to work or telework due to COVID-19 related circumstances, the employee will receive his/her regular daily rate of pay for up to 10 days and not be subject to the daily cap and maximum dollar amount provided for in the Act. This federal sick leave as modified above expires on December 31, 2020, and employees are not entitled to reimbursement for unused COVID-19 sick leave.

6.1.2 Further Leaves

6.1.2.1 Upon exhaustion of the Federal COVID-19 Leave as provided in Federal Law, if the Unit Member continues to be medically unable to work, including telework, as evidenced by medical documentation, the District will provide the Unit Member with up to seven (7) additional days. If the Unit Member remains unable to work or telework, the Unit Member will use personal sick leave. If after using ten (10) Federal COVID-19 Leave days, seven (7) District COVID-19 Leave days, and the Unit Member's sick days the employee is unable to work or telework, the Unit Member may access whatever other leaves are available in the Collective Bargaining Agreement.

6.1.2.2 Upon expiration of the Federal COVID-19 Leave as provided in Federal law, if the Unit Member is medically unable to work, including telework, as evidenced by medical documentation, the District will provide up to seven (7) days of paid COVID-19 leave, which is not deducted from the Unit Member's sick leave. Upon exhaustion of these seven (7) days, if the Unit Member continues to be unable to work, including telework, the employee may use applicable leaves in the collective bargaining agreement.

6.2 Industrial Accident and Illness Leave and Workers Compensation

The District will provide information to and support all bargaining unit members with seeking workers compensation related to COVID-19 in accordance with law. All provisions of the CBA pertaining to Industrial Accident and Illness Leave and/or Worker's Compensation remain in effect.

ARTICLE 7: TRANSFERS AND ASSIGNMENTS

7.1 The following procedures shall apply to the assignment of distance learning remote work for families that choose not to physically return to school:



- 7.1.1 The District shall post and notify all bargaining unit members of remote assignment vacancies via district email. Vacancies shall also be posted on the District website. The vacancy shall contain the title and brief description of the position, the credential requirements for the position, and a closing date, by 3:00 P.M. Thursday, October 29.
- 7.1.2 The 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.
- 7.1.3 Priority for distance learning remote work assignments shall be as follows:
 - 7.1.3.1 First priority will be given to unit members that submit a doctor's note stating that they are in the high-risk group or a doctor's note for the medically compromised person for whom they provide care.
 - 7.1.3.1.1 By 3:00 P.M. Thursday, October 29, Unit Members will notify the District of their intention of providing a doctor's note. The doctor's note must be provided by no later than 3:00 P.M. on Monday, November 12, 2020.
 - 7.1.3.2 Second priority will be given to unit members that feel unsafe to return to a school site but do not have documented health concerns.
- 7.1.4 In the event that the requests for transfers into a distance learning remote work assignment exceeds the need, and two or more unit members who qualify for the opening are in the same priority level in Section 7.1.3, then district-wide seniority would serve as the tiebreaker.
- 7.1.5 In the event a Unit Member is denied a request for a distance learning remote work assignment the following shall apply:
 - 7.1.5.1 In the event a Unit Member from Section 7.1.3.2 is denied a request for a distance learning remote work assignment they may take any leave for which they may be eligible, subject to Board approval when applicable.
- 7.1.6 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.
- 7.1.7 All teachers who volunteer to transfer to distance learning/remote work based on this MOU, shall retain all rights transfer and assignments to return to the school from which they transferred. This provision applies only for the 2020-21 school year for assignments in the 2021-2022 school year.



ARTICLE 8: EXTRACURRICULAR DUTIES AND REIMBURSEMENT

Unit Members shall continue to receive stipends and/or additional pay for extracurricular duties as provided for under the CBA. If a partial term was completed, then the stipend will be prorated. Only board-approved extra-duty assignments will be funded.

ARTICLE 9: COVID-19 EXPOSURE AND SCHOOL SITE/DISTRICT CLOSURE

- 9.1 If Butte County Public Health determines the District needs to return to a distance-learning model, the district will follow the Distance Learning MOU dated August 4, 2020, but will maintain the existing schedule as established by this MOU.
- 9.2 Staff, administrators, and students who are sick are expected to remain home and shall not be permitted on a District site while sick. Any student with a temperature of 100.4 degrees or greater will only be permitted into the school site's designated quarantine area until immediate transport home can be arranged.
- 9.3 If a staff member, administrator, or student tests positive for COVID-19, the District will follow the Butte County Department of Public Health directives regarding quarantine. Immediately following the notification of quarantine, the Association President will be informed of the school site.
 - 9.3.1 During this period of quarantine, students will receive distance learning according to this MOU.
 - 9.3.2 The bargaining Unit Member, if medically able to do so, shall continue to provide instruction to the class during distance learning.
 - 9.3.3 All individuals must be tested upon completion of their quarantine and provide proof of testing negative for COVID-19, and wait three (3) days from when symptoms have been resolved before returning to in-person instruction.
- 9.4 Criteria to close a school or the District: The District will follow the guidelines of the Butte County Public Health Department requirements for closing schools.
- 9.5 If a school or the whole District has to close its doors to students, the academic program at that school or the whole District shall transition to a total distance learning model (August 4th MOU) until such time as it is deemed reasonably safe by Butte County Department of Public Health to return to a hybrid or full-time in person learning model.
- 9.6 All closed classroom spaces, worksites, rooms, school sites, or other District facilities shall be thoroughly cleaned and disinfected prior to being re-opened for in-person learning.
- 9.7 The District shall communicate at the earliest time practicable any and all decisions about closures and re-opening to all bargaining unit members district-wide. Such communication shall be by email or by telephone.



ARTICLE 10: GRIEVANCE

All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

ARTICLE 11: CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE-

Due to the evolving nature of the pandemic, 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.

This MOU resolves the negotiable effects of the Hybrid model reopening (and possible closure) of schools due to the Coronavirus (COVID-19). Both parties reserve the right to negotiate any additional impacts and/or school closures and/or instructional model changes in the 2020-21 school year.

ARTICLE 12: DURATION

This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties.

FOR THE DISTRICT:



Corey Willenberg, Ed.D., Superintendent

10-27-20

Date

FOR THE ASSOCIATION:



Teisha Hase, OSTA President

10/28/20

Date