

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CHICO UNIFIED SCHOOL DISTRICT  
AND  
CHICO UNIFIED TEACHERS ASSOCIATION  
REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE 2020-2021 SCHOOL YEAR.**

**JANUARY 4, 2021**

The Chico Unified School District ("District") and the Chico Unified 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 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 close a learning cohort 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.

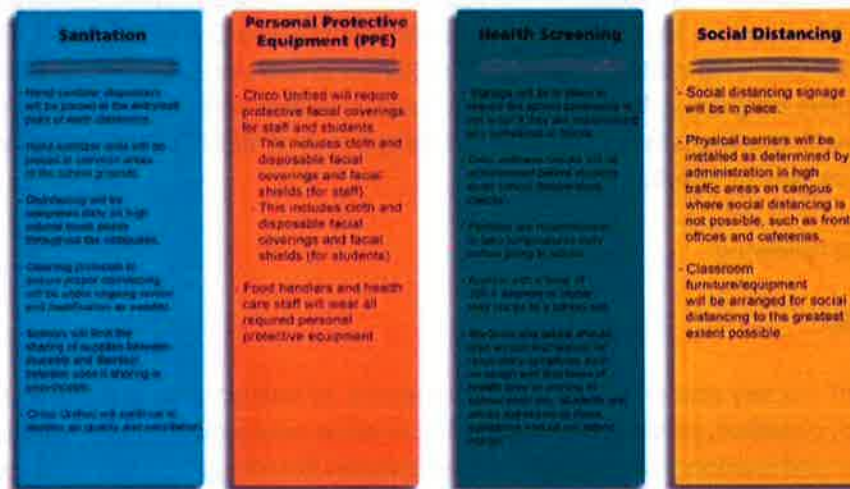
Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act ("EERA") *California Government Codes 3540 et seq.* apply and remain in effect.

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 "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.
- 1.3 "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.
- 1.4 "Face Coverings" – cloth face coverings or masks as recommended by federal, state, and local public health guidance.

- 1.5 “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.)
- 1.6 “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 includes face coverings, masks, N95 masks, face shields with drapes, plexiglass barriers, gloves, etc.
- 1.7 “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.
- 1.8 “No-Touch Hand Drying Equipment” - includes paper towel dispensers.
- 1.9 “Synchronous Learning” - scheduled teacher time (see section 3.2.2.1.1 and 3.2.2.1.2) spent in directed instruction, teacher time spent monitoring students as they work independently, teacher time spent providing intervention time to students.
- 1.10 “Asynchronous Learning” - time where the teacher is assigning work to be completed independently.



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**ARTICLE 2: PERSONAL PROTECTIVE EQUIPMENT (“PPE”)**

- 2.1 The District shall provide facial 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 facial coverings, unit members may bring their own facial coverings so long as the facial coverings complies with public health guidelines and provides equivalent protection to the facial coverings provided by the District.

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2.3 Face Covering Requirements

- 2.3.1 For unit members and students who cannot wear a mask according to Section 2.5.1.1, face shields with neck drapes tucked into the shirt shall be used. Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus.
- 2.3.2 N95 masks shall be provided upon request to nurses and staff working with students who are not required to wear a mask.

2.4 Hand Washing Requirements

- 2.4.1 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- 2.4.2 All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering district sites and every time a classroom is entered.
- 2.4.3 The District shall comply with the following hand washing requirements:
  - 2.4.3.1 Every room with a sink shall be stocked with soap, medically effective hand sanitizer, and no-touch hand drying equipment.
  - 2.4.3.2 Every classroom shall be provided medically effective hand sanitizer.
  - 2.4.3.3 Non-classroom workspaces shall be provided medically effective hand sanitizer.
  - 2.4.3.4 Hand sanitizer or portable hand washing stations shall be provided in each classroom and at the ingress and egress points on a school campus.
  - 2.4.3.5 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.

2.5 Face Covering Requirements

- 2.5.1 Face coverings are always required to be worn properly by all individuals on a school campus indoors or outdoors. This applies to all staff, all students in grades Preschool-12, all administrators, and any visitors on campus over two years of age. The District shall develop and share with staff a plan to deal with students and others 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 Unit members working alone in their assigned work space may remove their facial coverings.



- 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 tucked into the shirt shall be used. Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus.

### ARTICLE 3: ONLINE LEARNING MODEL

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 and 3.0, online learning may be offered for students on either a hybrid model combining in-person learning and online learning or a total online learning mode of instruction.

Regardless of the District's ability to operate in-person learning according to Sections 2.0 and 3.0, online learning is permitted five days per week for students who are medically fragile or would be put at risk by in-person learning instruction, or who are self-quarantining because of exposure to COVID-19.

- 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 Online Learning
  - 3.2.1 All students will receive synchronous or asynchronous instruction and content five days per week either in-person as mandated by law or through online learning. The type of instruction shall utilize the curriculum provided by the District.
    - 3.2.1.1 All content shall be aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
    - 3.2.1.2 Teachers will provide the opportunity for daily live interaction with students for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction will occur via Google Meets or Zoom in a whole class format excepting Oak Bridge Online Academy.
      - 3.2.1.2.1 This daily live interaction shall be designed to meet the needs of students at the discretion of the classroom teacher.
      - 3.2.1.2.2 If daily live interaction with a student is not feasible as part of regular instruction, the teacher will provide another mutually agreeable solution to access instruction between parent, teacher, and District designee (such as providing a recording of the daily Zoom lesson). Recordings can be deleted after being accessible for two weeks. The District assumes liability for this plan.
      - 3.2.1.2.3 Special Education and all Related Service Providers shall provide live online sessions in accordance with the IEP. Online instructional minutes can be adjusted if the service provider assigns a work task that, in addition to the online instruction, meets or exceeds the session duration listed on the student's IEP.



- 3.2.1.2.4 Although federal law requires distance instruction to be accessible to students with disabilities, it does not mandate specific methodologies. Where technology itself imposes a barrier to access or where educational materials simply are not available in an accessible format, educators may still meet their legal obligations by providing children with disabilities equally effective access to the curriculum or services provided to other students either in-person as mandated by law or through online learning
  - 3.2.1.2.5 For students with IEPs, if mandated by law, the District may offer in-person learning using unit member volunteers first. If no volunteers are available, the district reserves the right to assign a non-volunteer teacher as needed.
- 3.2.2 According to *Education Code 43501* as amended by SB98 the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-12 (240 daily minutes), and Continuation High School (180 daily minutes) are in effect for the 2020-2021 school year.
- 3.2.2.1 When providing online learning, academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level.
    - 3.2.2.1.1 Elementary teachers will teach 180 contiguous minutes of synchronous instruction, defined as scheduled teacher time spent in directed instruction, teacher time spent monitoring students as they work independently, teacher time spent providing intervention time to students, on their assigned campus. The District will schedule the 180 minutes within the pre-COVID-19 bell schedule. The teacher is responsible for an additional 60 minutes of asynchronous instructional time within the pre-COVID-19 work day for a total of 240 instructional minutes. These 60 minutes may be provided in a place of the unit member's discretion. The teacher is still responsible for their full work day as determined by the CBA.
    - 3.2.2.1.2 **Online Learning Secondary Daily Schedule:** On campus time totals 180 minutes everyday. During this time, teachers are required to host a whole class session and take attendance for each class as scheduled. During the scheduled synchronous time, teachers will remain available for student contact via the virtual session. The rest of the day is available, either on or off site, for planning, collaboration, remediation, acceleration, intervention, etc. Any classes scheduled outside of the normal school day (ie: zero period) will be scheduled as per mutual agreement between teacher and site administrator so as not to conflict with the daily schedule.

Week 1:

Time	Monday	Tuesday	Wednesday	Thursday	Friday
8:25-8:30	TEACHERS: Set up for the day's tutorials and open any edgenuity units/lessons that are needed to start the day.				
8:30-9:25	Period 1	Period 4	Period 1	Period 4	Period 1
9:25-9:30	Transition time: allows set-up of next zoom, gather materials, use the restroom, nutrition break, etc.				
9:30-10:25	Period 2	Period 5	Period 2	Period 5	Period 2
10:25-10:30	Transition time: allows set-up of next zoom, gather materials, use the restroom, nutrition break, etc.				
10:30-11:25	Period 3	Period 6	Period 3	Period 6	Period 3
11:25-12:20	LUNCH				
12:20-2:30	This time could then be used for: FOR STUDENTS: Edgenuity Curriculum Completion, Intervention FOR TEACHERS: Planning, Grading, Collaboration, Intervention				

Week 2: continues the rotation where it left off from the previous week

Time	Monday	Tuesday	Wednesday	Thursday	Friday
8:25-8:30	TEACHERS: Set up for the day's tutorials and open any edgenuity units/lessons that are needed to start the day.				
8:30-9:25	Period 4	Period 1	Period 4	Period 1	Period 4
9:25-9:30	Transition time: allows set-up of next zoom, gather materials, use the restroom, nutrition break, etc.				
9:30-10:25	Period 5	Period 2	Period 5	Period 2	Period 5
10:25-10:30	Transition time: allows set-up of next zoom, gather materials, use the restroom, nutrition break, etc.				
10:30-11:25	Period 6	Period 3	Period 6	Period 3	Period 6
11:25-12:20	LUNCH				
12:20-2:30	This time could then be used for: FOR STUDENTS: Edgenuity Curriculum Completion, Intervention FOR TEACHERS: Planning, Grading, Collaboration, Intervention				

3.2.2.1.3 Part-time staff work schedules will be prorated.

3.2.2.1.4 **Unit Members Without Class Rosters:** Non-rostered members other than Elementary Prep Time Providers shall work 180 contiguous minutes on their assigned campus. The District will schedule the 180 minutes within the pre-COVID-19 bell schedule. The unit member is still responsible for their full work day as determined by the CBA, but minutes beyond 180 may be completed off campus.

3.2.2.1.5 **Elementary Prep Time Provider Schedule:** Elementary Prep Time Providers will provide the same amount of prep time as pre-COVID-19 schedules. The schedules will reflect shorter segments of prep time, but occurring more often. The prep schedules shall be mutually agreed upon by the prep provider and the site administrator. The prep shall be delivered during the scheduled asynchronous time. The District will determine work location for the 180 minutes based on space availability. These minutes will be provided to students in lieu of equivalent asynchronous minutes by the classroom teacher. Elementary Prep Time Providers may also provide these minutes to multiple classes at one time.

3.2.3 The District shall provide all bargaining unit members the equipment and supplies in order to provide online learning, such as technology, laptop computers, display boards, video cameras, headphones, and any other items normally provided during in-person learning, recognizing that the global supply chain may not allow equipment and supplies to arrive by the beginning of school.

### 3.3 Online Learning Accountability Requirements

3.3.1 The District shall document daily participation for each pupil on each school day by the teacher taking daily attendance.

## ARTICLE 4: SUBSTITUTE COVERAGE

### 4.1 Online Learning Model

4.1.1 In the event of an elementary short-term teacher absence, as defined by the substitute receiving short-term pay, the teacher shall post the links for daily learning in AESOP/Frontline Education and Google Classroom. In the event the teacher is not able to securely provide the links, the District will develop a plan for the substitute to access the elementary curriculum.

4.1.2 In the event of a secondary teacher absence, the teacher shall ensure the site administrator has access to any links required for synchronous learning. The teacher shall also indicate in AESOP/Frontline Education that no substitute teacher is required. The teacher shall also notify their students and site administration of their absence. The teacher shall provide asynchronous work to their students in lieu of live instruction.



- 4.1.3 In the event a cohort or virtual class is without a teacher or a substitute teacher, the school site administrator may assign bargaining unit members not primarily assigned to teach a stable student cohort to provide any necessary instructional minutes to students, to provide daily live interaction, or to assist students as needed in lieu of their regularly scheduled assignments. A unit member assigned to full-time online learning may volunteer to temporarily cover the additional workload so long as the work can still be provided within their regular workday described in the CBA and be compensated at their daily rate.

#### **ARTICLE 5: ASP Coordinators**

- 5.1 Elementary ASP Coordinators will work their 4.2 hours on site as assigned by the District. Additional time shall be paid at the hourly rate. Such additional time is purely voluntary.
- 5.2 Elementary ASP Coordinators will oversee childcare providers, make parent contact when needed, maintain necessary paperwork and handle discipline issues.
- 5.3 In the event that junior high childcare programs are not operating, junior high BLAST Coordinators may be reassigned to support elementary childcare programs.

#### **ARTICLE 6: LEAVES**

##### **6.1 Extended COVID-19 Leave**

- 6.1.1 A unit member qualifies for paid sick time of up to 30 work days without loss of their accumulated sick leave if the unit member is unable to work (or telework) due to illness related to the COVID-19 virus. The unit member must provide medical documentation that they have been diagnosed with a positive case, are unable to work (or telework), and are under medical care related to the COVID-19 virus.
- 6.1.2 Unit members directed by a county public health official or School Nurse to quarantine, and who are able and willing to telework, shall not be docked sick days. If the unit member is unable to perform their job duties, the District will assign alternate duties outside of the unit member's job description. If the unit member elects to not perform the alternate duties, then they will be docked sick leave.
- 6.1.3 A unit member experiencing symptoms of COVID-19, who has been tested and is awaiting results, shall have the option to telework to avoid being docked sick leave.

#### **ARTICLE 7: Meetings and Gatherings**

- 7.1 With the exception of IEPs, staff shall not be required to attend formal meetings in-person while in the Online Only Model . Staff not attending in-person shall attend virtually. Informal interactions of less than 15 minutes total in a 24-hour period between the member and the same contact may be required in order to perform normal job duties. Such informal interactions may take place outside at member request.
- 7.2 Staff may be required to attend IEP meetings in person. The District will make every effort to limit in-person meetings.



- 7.3 Large in-person gatherings (i.e. school assemblies) that exceed Butte County Public Health tier guidelines are prohibited.
- 7.4 Open House shall be cancelled for the 2020-2021 school year while in the Online Learning Model or Modified Traditional Model.

**ARTICLE 8: CHILDCARE**

- 8.1 The District shall provide a no-cost childcare option to staff. The student to adult ratio will comply with CARD staff-to-student ratios. Childcare will happen in unassigned spaces. Childcare shall follow all health department regulations including social distancing, sanitization, and facial coverings. It is the intent of the District to provide support to students participating in the online model during this time. The District will make every attempt to provide a choice of student school or employee site, but can not guarantee a choice for childcare placement. Childcare will be available for students in grades TK-8.
- 8.2 The District shall make every effort to provide a no-cost childcare option for staff through CARD. If childcare is not available for a unit member's TK-8 child, the unit member may bring that child to their classroom.
- 8.3 Due to licensing issues, the District is unable to provide daycare for preschool age children. The District is willing to provide substitute teachers to release unit members one day per week at no loss of sick/PN days for the creation of a co-op childcare program. A minimum of five teachers will need to combine to form a preschool co-op or a combination of staff and community members. For example, this would include a minimum of five teachers creating a co-op to provide childcare with each member providing no more than one day of care per week. Members forming a co-op must submit contact information for all parties involved for verification purposes. The co-op may not take place on a District work site.

**ARTICLE 9: PAY AND BENEFITS**

- 9.1 While working under an in-person learning model or a total online 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. If only a portion of the extracurricular activity may be completed, the stipend may be prorated as determined by the District and CUTA.

**ARTICLE 10: EVALUATION**

- 10.1 With mutual agreement, the District and unit member may waive CBA 12.1

**ARTICLE 11: COVID-19 EXPOSURE AND COHORT/SCHOOL SITE CLOSURE**

- 11.1 The District shall follow the plan set out by Butte County Public Health in the document entitled "Guidance for Schools Regarding COVID-19 Infection and Exposure".



**ARTICLE 12: TRAINING**

- 12.1 The District shall provide appropriate software and training for bargaining unit members required to engage with students in a virtual setting either as part of in-person or distance learning.

**ARTICLE 13: ACCESS LIMITATIONS AND ASSOCIATION RIGHTS**

- 13.1 The District shall develop and implement a plan to minimize access to school sites, and limit non-essential visitors, facility use permits, and volunteers.

**ARTICLE 14: GRIEVANCE AND EXPEDITED ARBITRATION**

- 14.1 All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.
- 14.2 Due to the potential urgency of disputes connected to providing and maintaining safe and health schools for all students, staff, and their families, according to the provisions of this MOU, an expedited arbitration process may be entered into by mutual agreement of both Parties:
  - 14.2.1 The dispute will skip all levels after an informal conference and move directly to binding arbitration before an arbitrator mutually selected by the Parties.
  - 14.2.2 At least ten (10) workdays prior to the hearing, the Parties shall exchange a list of witnesses each intends to call as well as any documents or other material the party expects to be introduced not previously provided.
  - 14.2.3 Time limits for the hearing shall be mutually agreed upon by the Parties. The following shall be prohibited: written briefs, court reporters and electronic transcription.
  - 14.2.4 The arbitrator shall issue oral decisions at the close of the hearing, and decisions of the arbitrator shall be binding and final and shall not constitute precedent in other cases.
  - 14.2.5 Each party shall bear its own expenses, and the arbitration fees shall be shared equally by both parties.

**ARTICLE 15: CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE**

- 15.1 Due to the evolving nature of the pandemic, the Association and the District reserve the right to negotiate any impacts and effects related to the COVID-19 pandemic as needed.

**ARTICLE 16: WAIVERS**

- 16.1 All waivers are suspended while Chico Unified School District is in the Online Only Model.

**ARTICLE 17: DURATION**

- 17.1 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.



17.2 This MOU shall expire in full without precedent on July 16, 2021 unless extended by mutual written agreement of the Parties. Either party may reopen this MOU at any time.

**FOR THE ASSOCIATION:**

*Kevin Moritz*  
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*12/18/2020*  
\_\_\_\_\_  
Date

**FOR THE DISTRICT:**

*Jim Hambo*  
\_\_\_\_\_

*12/18/20*  
\_\_\_\_\_  
Date

