

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CHICO UNIFIED SCHOOL DISTRICT
AND
CHICO UNIFIED TEACHERS ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE 2021-2022 SCHOOL YEAR
[Traditional Full-Day Instruction with Safety Protocols]**

August 12, 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 2021-2022 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 2021-2022 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, Plexiglas barriers, gloves, etc.
- 1.7 “Physical Distancing” – also known as social distancing to help decrease the spread of the virus by following Butte County Public Health and/or California Department of Public Health Guidelines.
- 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.
- 1.11 “On-site Online Classes” - classes delivering instruction via online platforms from the school sites

ARTICLE 2: PERSONAL PROTECTIVE EQUIPMENT (“PPE”)

- 2.1 The District shall provide facial coverings to all unit members and students when needed on workdays at 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.
- 2.3 Hand Washing Requirements
 - 2.3.1 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
 - 2.3.2 All individuals shall be ~~required~~ encouraged to wash their hands or use medically effective hand sanitizer upon entering district sites and every time a classroom is entered.
 - 2.3.3 The District shall comply with the following hand washing requirements:
 - 2.3.3.1 Every room with a sink shall be stocked with soap, medically effective hand sanitizer, and no-touch hand drying equipment.
 - 2.3.3.2 Every classroom shall be provided medically effective hand sanitizer.
 - 2.3.3.3 Non-classroom workspaces shall be provided medically effective hand sanitizer.
 - 2.3.3.4 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 that staff or students are on campus.
- 2.4 Face Covering Requirements
 - 2.4.1 Face coverings are always required to be worn properly (covering mouth and nose) by all individuals on a school campus indoors or outdoors, **as required by the Butte County Public Health and/or**

California Department of Public Health Guidelines (whichever is most restrictive). 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.

- 2.4.1.1 Students with a medical condition, mental health condition, or disability (including hearing impaired) that prevents wearing a face covering are exempt from wearing a face covering.
- 2.4.1.2 Staff required to work with students who are unable to wear masks shall be provided with N95 masks.
- 2.4.1.3 Unit members working alone in their assigned workspace may remove their facial coverings.
- 2.4.2 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.
- 2.4.3 Staff willfully defying this policy shall face disciplinary procedures. Students willfully defying this policy shall be sent home to complete their schoolwork. Students may be permanently moved to distance learning for non-compliance.

ARTICLE 3: TRADITIONAL LEARNING WITH SAFETY PROTOCOLS

3.1 Adherence to Health Guidelines and Orders

- 3.1.1 The District shall adhere to the most recent COVID-19 guidelines 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 or orders, the District shall adhere to the Butte County Public Health Department guidelines or orders to minimize potential health and safety risks for all unit members, students, and their families.
- 3.1.3 The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines in Section 3.1.1.

3.2 Physical Distancing

- 3.2.1 Maximum Class Size
 - 3.2.1.1 Class size will revert to pre-COVID-19 limits in the Collective Bargaining Agreement.
 - 3.2.1.2 In order for the District to effectively and quickly address the possible transmission of COVID-19 (contact tracing) in the event of a positive test, all teachers are required to create and enforce seating charts where appropriate. Seating charts will be shared with site administration.

3.2.2 Lunch

3.2.2.1 Education Code 44813 requires a duty-free lunch period of at-least thirty (30) minutes each workday.

3.2.3 Meetings and Gatherings including but not limited to large in person gatherings, Cafeteria use, Back to School Night, Open House, etc. shall comply with Butte County Public Health requirements.

3.2.3.1 A long as masks are dated by Butte County Public Health, staff will have the choice to attend either in-person or virtually the following meetings: staff meetings, ATCs, SBITs, 504s, parent meetings, department meetings, grade level meetings, Instructional Council/ILC meetings, School Site Council, and any other types of meetings upon mutual agreement between CUTA and the District. Any staff member that has medical conditions, which prevent them from meeting any of the above requirements shall participate in the Interactive Process, as required by law.

3.2.3.2 Staff may be required to attend IEP meetings in person. As long as masks are mandated by Butte County Public Health, the District will make every effort to limit in-person meetings.

3.2.4 Site administrators will minimize classroom visits of non-essential personnel when possible.

3.2.5 Secondary Schools (Grades 6-12)

3.2.5.1 Unit members who rotate between classroom spaces shall be provided lockable rolling storage cabinets. The District shall structure the class schedule to minimize as much as possible the number of total contacts, minimize the distance unit members must travel between classes, and provide assistance to those who have physical barriers to such movement.

3.3 Other Health and Safety Issues

3.3.1 Daily Cleaning and Disinfecting

3.3.1.1 Daily cleaning and disinfecting shall be done by trained custodial personnel. Certificated unit members shall not be required to perform daily cleaning and disinfecting that falls outside the scope of the normal duties in our bargaining unit.

3.3.1.2 Teachers will be supplied with materials (NEW water, microfiber cloth, hand sanitizer) for students to clean their workspace/instructional materials.

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

3.3.2 Air Ventilation and Filtration

3.3.2.1 The District will utilize MERV-11 filters. The District will do everything possible to replace MERV-11 filters quarterly based on supply chain availability.

3.3.2.2 Any workspace not connected to a MERV-11 filtration system shall be equipped with a low noise HEPA air filter device with a large enough capacity and flow rate for the square footage of the room.

3.3.3 Health Screening, Testing, Notification, and Contact Tracing

3.3.3.1 Each school site shall have a registered School Nurse assigned who is responsible for ensuring compliance with the California Department of Public Health requirements.

3.3.3.2 Classroom teachers have the option of temperature checking their students.

ARTICLE 4: SUBSTITUTE COVERAGE

4.1 A teacher in quarantine able and willing to provide virtual instruction shall not be docked sick days.

ARTICLE 5: LEAVES

5.1 Extended COVID-19 Leave

5.1.1 The District shall comply with SB-95, which provides for 80 hours (10 workdays) of COVID-19 supplemental paid sick leave, currently expiring September 30, 2021.

5.1.2 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.

5.1.3 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 6: PAY AND BENEFITS

6.1 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 7: EVALUATION

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

ARTICLE 8: COVID-19 EXPOSURE AND COHORT/SCHOOL SITE CLOSURE

8.1 The District shall follow the plan set out by Butte County Public Health.

ARTICLE 9: TRAINING

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

ARTICLE 10: ACCESS LIMITATIONS AND ASSOCIATION RIGHTS

- 10.1 Individual unit members shall have the right to limit access of volunteers to their classroom including but not limited to student teachers, parent volunteers and CAVE aides.

ARTICLE 11: GRIEVANCE AND EXPEDITED ARBITRATION

- 11.1 All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.
- 11.2 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:
- 11.2.1 The dispute will skip all levels after an informal conference and move directly to binding arbitration before an arbitrator mutually selected by the Parties.
- 11.2.2 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.
- 11.2.3 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.
- 11.2.4 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.
- 11.2.5 Each party shall bear its own expenses, and the arbitration fees shall be shared equally by both parties.

ARTICLE 12: CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

- 12.1 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 13: DURATION

- 13.1 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.
- 13.2 This MOU shall expire in full without precedent on July 31, 2022, or when Chico Unified School District Board of Trustees implements a different instructional model, whichever comes first, unless extended by mutual written agreement of the Parties. Either party may reopen this MOU at any time.

Kevin Moretti

Kevin Moretti – CUTA President

5/13/21

Date

Jim Hanlon

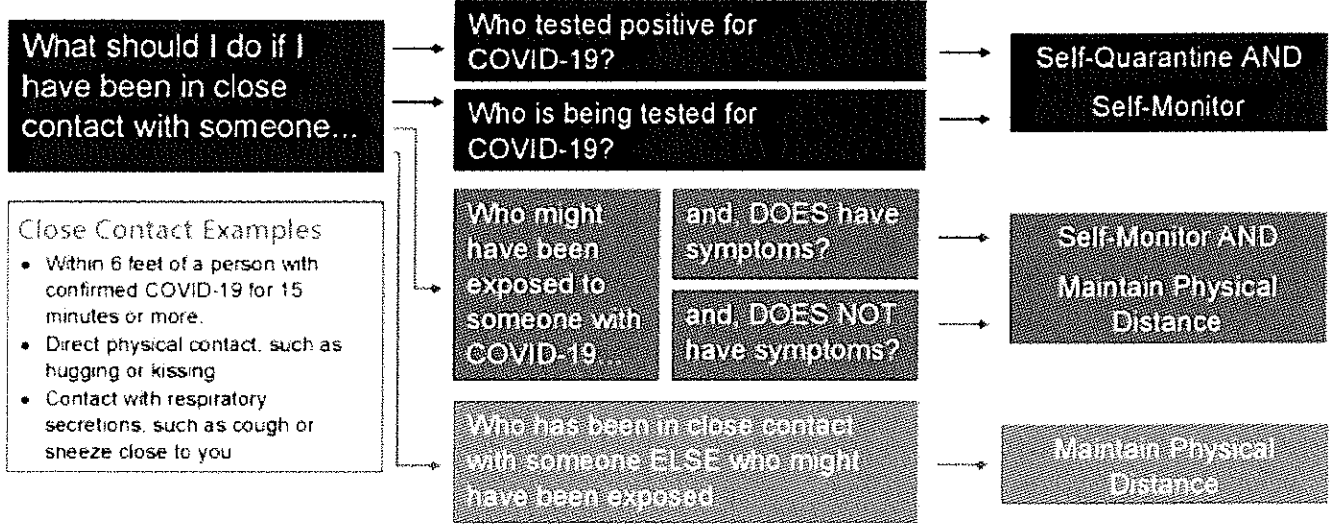
Jim Hanlon – Assistant Superintendent - HR

5/13/21

Date

Appendix A

COVID-19 EXPOSURE: WHAT SHOULD I DO? 



HOW DO I...

Self-Quarantine?

- Stay at home for 14 days from last day of exposure
- Avoid contact with others.
- Don't share household items.

Self-Monitor?

- Be alert for symptoms of COVID-19 especially a dry cough or shortness of breath.
- Take your temperature every morning and night and write it down, along with other symptoms
- Call your doctor if you have trouble breathing or a fever of 100.4°F/38°C or higher

Physical Distance?

- Stay home as much as possible
- Stay at least 6 feet away from people
- Do not hug or shake hands.
- Avoid groups of people
- Wear a face covering in public and when 6 feet of distance is not possible

Getting Tested

- **No cost tests at the fairgrounds in Chico.**
- **Make an appointment at <https://lhi.care/covidtesting> or call: 888-634-1123**
- **Visit buttecounty.net/iph to see other testing options.**

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

	Scenario	Action	Communication
1	A student or staff member either exhibits COVID-19 symptoms, answers yes to a health screening question or has a temp of 100.4 or above.	<ul style="list-style-type: none"> • Student or Staff: Sent home • Contact Healthcare provider/Public Health for testing • Cohort OPEN 	No action needed
2	A family member or someone in close contact with a student or staff member test positive for COVID-19.	<ul style="list-style-type: none"> • Student or Staff: Report information to administrator, sent home, quarantine • Contact Healthcare provider/Public Health for testing • Cohort OPEN 	To: Student Families and Staff Template Letter: Household Member or contact w/C19+
3	A student or staff member tests positive for COVID-19.	<ul style="list-style-type: none"> • Student or Staff: Report information to administrator, sent home, quarantine • Families of Students and Staff: quarantine and contact Healthcare provider/Public Health for testing • Cohort CLOSED for 14 days from last exposure 	To: Student Families and Staff - Phone call and - Template Letter Confirmed C19+ in Cohort
4	A student or staff member tests negative for COVID-19 after any of the reasons in scenarios 1 or 2	<ul style="list-style-type: none"> • Student or Staff: May return to cohort 3 days after symptoms resolve, however must continue isolation if in contact with C19+ family member • Cohort OPEN 	To: Student Families and Staff Template Letter: Household Member or contact w/C19+

For more detailed information visit <http://www.butte.k12.or.us/health-services>

Provided to you by:

