

**Memorandum of Understanding
Between
Placer County Office of Education
and the
Placer Association of Certificated Educators
Regarding Coronavirus/COVID-19 School Reopening 2020-21**

September 21, 2020

Placer Association of Certificated Educators (PACE) and Placer County Office of Education (PCOE) enter this Memorandum of Understanding (MOU) regarding the issues related to the coronavirus/COVID-19 and the plans to reopen schools for the 2020-21 school year. PACE and PCOE shall be referred to in this MOU jointly as the “parties”.

In response to the Coronavirus/COVID-19 crisis, the parties agree that worksites, offices, and school sites where PACE members work, may close temporarily for in-person instruction, requiring unit members to provide distance learning. The parties also understand and agree that when worksites and schools reopen to students for in-person instruction that the PCOE will follow and abide by all health and safety guidelines. The parties agree to the following terms to address needed changes to the working conditions within the scope of representation to prevent the spread of coronavirus/COVID-19 and to stipulate the approved changes and modifications to the collectively bargained agreement between the parties:

1. PACE unit members who may have been or were potentially exposed to the coronavirus COVID-19 and are required to quarantine while providing in-person instruction, shall immediately transition back to the distance learning instruction model and be allowed to work remotely whenever possible, for the duration required under the Placer County COVID-19 Response Scenarios Health Protocols. If a unit member is denied the option to work remotely during a quarantine period, if requested, their supervisor shall provide an explanation for the denial in writing within 48 hours. Said unit members shall remain in regular paid status and will not be required to access leave, unless they are too ill to perform the essential functions of their job. In that case, PACE unit members will utilize all available leaves.
2. PACE unit members who provide documentation of an underlying high-risk condition or reside with someone with documentation of an underlying high-risk condition for COVID-19, can request an accommodation with PCOE to work out alternative working arrangements on a case by case basis.
3. Leaves due to COVID-19 related events: Between April 1 and December 31, 2020, unit members shall be eligible for leaves pursuant to the Federal Families First Coronavirus Response Act (FFCRA). Employees currently on leave pursuant to Article XI, the Education Code, or state and federal law will remain on leave as established prior to closure. The Parties further agree to the follow applicable leave requirements as set forth in the collective bargaining agreement – Article XI – Leaves, the Education Code, and state and federal law. If the unit member is not able to participate and perform his/her duties due to non-COVID-19 related

illness/injury or illness/injury of a family member, the unit member will utilize the appropriate leave pursuant to Article XI-LEAVES, and/or state or federal law (i.e. CFRA, FMLA, FFCRA or ACT -HR6201 or other(s) as applicable.

- a. The PCOE agrees to extend the terms of FFCRA leave for COVID-19 related events for PACE bargaining unit members from January 1, 2021 to June 30, 2021.

PCOE will follow HR 6201 for the 2020-2021 school year in combination with the negotiated agreement for any COVID-19 related leaves. PCOE will provide an additional five (5) COVID-19 leave days between September 21, 2020, or date of a signed MOU, and December 31, 2020 beyond FFCRA allowances specifically for a confirmed COVID-19 employee illness.

If FFCRA is not extended or similar law is not enacted by December 31, 2020, then PCOE will, beginning January 1, 2021 through June 30, 2021, provide fifteen (15) COVID-19 leave days, specifically for a confirmed COVID-19 quarantine or employee illness.

If FFCRA or similar law is extended or enacted before and/or beyond December 31, 2020, PCOE will provide five (5) days COVID-19 leave days, specifically for a confirmed COVID-19 employee illness. For example, if FFCRA is extended and offers ten (10) COVID-19 leave days, then PCOE will provide an additional five (5) COVID-19 leave days specifically for a confirmed COVID-19 employee illness.

A note from a licensed medical provider indicating a COVID-19 medical diagnosis and the estimated duration of the leave must be submitted to the Human Resources department for leave approval.

Employees may return to work sooner than fifteen (15) days if allowed per the Placer County COVID-19 Response Scenarios Health Protocols.

4. PCOE shall make every effort to avoid increases to unit member workload. As in all contractual interactions with PCOE, if a unit member believes that an unfair request upon their duties has occurred, they may utilize PACE representation and schedule a meeting with their supervisor to consult on a solution. Unit members who volunteer to provide extra duty coverage and missed duty free lunch breaks, with supervisor approval, shall be compensated pursuant to Article IX of the collective bargaining agreement.

The following procedures shall apply to the assignment of remote work:

- a. PCOE shall post and notify all bargaining unit members of remote assignment vacancies via PCOE email to all PACE bargaining unit members.
- b. The parties agree to encourage unit members to apply for remote assignments if they or someone in their household is at high risk for COVID-19.
- c. In the event a unit member is unable to return to in-person instruction because either they or someone in their household is high risk for COVID-19, and a remote

assignment or an accommodation is unavailable to them, such PACE unit member shall exhaust FFCRA leave prior to applying for applicable leave as set forth in the collective bargaining agreement – Article XI – Leaves, the Education Code, and state and federal law.

5. PACE unit members working remotely may be required in special circumstances to report to PCOE or district work sites in person while working under the distance learning model.
6. Under the distance learning model, PACE unit members may work remotely or access and work from their classroom/office worksite during regular school hours as the supervisor deems necessary. In the event a PACE unit member reports to a district worksite, they shall be responsible for following state, county, and local public health recommendations. Except when working independently in their classroom/office, while on district premises, PACE members shall maintain six feet physical distance between themselves and other individuals and be required to wear a face covering per the latest guidance by CDPH.
7. Under the distance learning model, PACE unit members shall be responsible for implementing the PCOE Distance Learning Guidelines in cooperation with their program supervisors and will be issued the equipment or platform recommendations required to perform their duties as PCOE employees via online meetings, text, phone call and/or video to ensure PACE unit members are not using their personal communication devices to conduct PCOE business.
8. PCOE shall ensure that all classrooms, restrooms, and workspaces used by PACE unit member direct service providers are cleaned and disinfected daily through PCOE services or district host site agreements in accordance with California Department of Public Health (“CDPH”) and the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA).
 - a. Students and employees shall be required to wash their hands or use hand sanitizer upon arrival at PCOE educational work sites. PCOE will provide hand soap, hand sanitizer, and paper towels for each classroom, bathroom and educational setting. PCOE will ensure that all sinks utilized by PCOE programs are functional and stocked with supplies listed above. Access to hand sanitizer will be available at workstations, work sites and non-traditional work sites.
9. Upon the return to physical instruction at school sites, both Parties acknowledge safety measures, personal protective equipment (PPE), training in the use of PPE and equipment required prior to the commencement of in person instruction shall be provided by PCOE:
 - a. Shall be provided based on the individual program needs, student populations, and worksite environments, in consultation with PACE Nursing staff.
 - b. PPE shall be replenished as needed.

10. PCOE shall ensure all HVAC systems operate on the mode which delivers the freshest air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit. Air filters shall be MERV-13 or higher and changed at the recommended intervals at all PCOE owned buildings. All district hosted worksites shall follow the policies established by the host district.

- a. The parties agree to continue consulting with one another to find alternative options and solutions for air filtration systems in all portables and/or other rooms without adequate central HVAC.

11. Permanent PACE members who received “Meets/Exceeds Standards” on their last overall evaluation shall not be evaluated during the 2020-2021 school year. Temporary and Probationary PACE members shall be evaluated during the 2020-2021 school year. Permanent PACE members who received a Needs Improvement or Unsatisfactory evaluation on their overall previous evaluation shall be evaluated during the 2020-2021 school year. PACE members shall not be negatively evaluated based solely on technical issues beyond the teacher’s control.

12. PACE unit member direct service providers assigned to programs located on publicly integrated district host sites shall follow the district host site health screening protocols. PCOE will ensure that any safety and emergency equipment not provided by the host site is supplemented as required.

13. PCOE shall not require in-person staff meetings or professional development if PCOE cannot ensure a minimum of six (6) feet of physical distance between all employees for the duration of the meeting and for entering/leaving the meeting. During distance learning, all staff meetings shall be held virtually. With return to in person instruction, PCOE will continue to host virtual meetings, when feasible, in an effort to reduce COVID transmission and PACE unit members will attend staff meetings as set forth in the collective bargaining agreement, Article IX.3. During this COVID pandemic, if a PACE member is required to attend a host site meeting to access site specific COVID-19 updates, they shall be compensated pursuant to Article IX of the collective bargaining agreement.

14. In accordance with CDPH regulations and guidance, PCOE shall evaluate all workspaces and program sites prior to in person instruction beginning to ensure that:

- a. employees can maintain & arrange classrooms/workspaces with a minimum of 6 feet of physical distancing as much as possible.

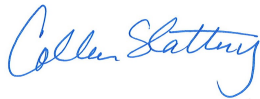
15. PCOE shall require the use of facial coverings (“masks”) in accordance with (CDPH).

16. PCOE shall provide and make available COVID-19 testing free of charge, to all staff who experience any symptoms or exposure to COVID-19.

17. PCOE shall develop a plan that distancing protocols inside and outside classrooms amongst staff and students, prior to a return to in-person instruction to reduce spread of the virus that follows (CDPH) COVID-19 Industry Guidance.

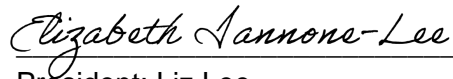
PCOE and PACE recognize that the coronavirus COVID-19 pandemic situation is very fluid and mutually agree to bargain on the provisions of this MOU as necessary. This MOU remains in effect for the entirety of the 2020-21 school year. The terms of this MOU sunset on June 30, 2021 but can be extended by mutual agreement of the parties in writing.

PCOE:



Representative: Colleen Slattery

PACE:



President: Liz Lee