

**MEMORANDUM OF UNDERSTANDING  
FOR NECESSARY CONDITIONS TO PHYSICALLY REOPEN PALISADES  
CHARTER HIGH SCHOOL FOR IN-PERSON INSTRUCTION**

March 12, 2021

This Memorandum of Understanding (“MOU”) specifically addresses the necessary health and safety conditions for PCHS to require the physical presence of UTLA bargaining unit members to provide in-person instruction during the 2020-2021 school year. This MOU is not exhaustive in that it does not address other provisions that need to be bargained for a comprehensive Side Letter between UTLA and PCHS regarding the scope of in-person instruction for PCHS students in a hybrid or other model.

PCHS and UTLA, through this MOU, in the negotiation of a comprehensive Side Letter, and in other collaboration and negotiations, commit to the shared goal of maximizing the receipt of revenue pursuant to Senate Bill 86 to benefit PCHS students, while at the same time safeguarding the health and safety of staff and students.

**Section I: Required Health and Safety Conditions for Required Presence of Bargaining Unit Members for In-Person Instruction**

UTLA bargaining unit members may be required to provide in-person service, consistent with a comprehensive Side Letter regarding the scope of in-person instruction, when the following three health and safety conditions are met:

- A. Los Angeles County is in the Red Tier, as currently defined by the California Department of Public Health and according to California’s Blueprint for a Safer Economy.
- B. All staff reporting to PCHS has had the opportunity (eligibility and access) to be fully vaccinated for achieved immunity at the prescribed schedule, including the time prescribed as being needed to achieve immunity after receiving the full vaccine dosage.
- C. On all matters relating to health and safety procedures and protocols, PCHS shall adhere to the most recent COVID guidelines issued by the California Department of Public Health (“CDPH”), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the Los Angeles County Department of Health.

In the event Los Angeles County re-enters the Purple Tier, and public health orders require a return to 100% distance learning, the parties will revert to the status quo existing on the date of this MOU. In the event Los Angeles County re-enters the Purple Tier, and public health orders continue to allow schools that were open in the Red Tier to remain open after entering the Purple Tier, and/or recommend 100% distance learning unless certain conditions are met, and/or

otherwise do not require a return to 100% distance learning, the parties will immediately meet and negotiate potential revisions to this MOU to address the changed circumstances.

The necessary health and safety conditions articulated in this MOU are not exhaustive. Accordingly, both parties jointly acknowledge PCHS's obligation to consistently collaborate with all stakeholders, including but not limited to UTLA bargaining unit members, in facilitating transparent compliance with the language in Section I.C. above.

**Section II: Vaccination of School Staff**

- A. PCHS shall continue to actively support and assist the Los Angeles County Department of Public Health in coordinating the administration of COVID-19 vaccination for all school staff, to the best of PCHS's ability, including the measures listed below:
  - 1. PCHS shall continue to communicate with all staff in writing about the availability of the COVID-19 vaccine, including where they may receive the vaccine and how to make an appointment, if necessary, to receive the vaccine.
  - 2. PCHS shall provide written educational materials to all staff about the vaccine, including accurate information from the Centers for Disease Control (CDC) on the vaccine's benefits, risks, and efficacy rates.
  - 3. PCHS shall allow staff to be vaccinated during their work hours and shall provide up to three hours during work hours per dose, including observation reaction time, with no loss of pay.
  - 4. PCHS shall provide up to three (3) days of paid sick leave as needed to any unit member who becomes ill from side effects (acute tiredness, headache, muscle pain, chills, fever, nausea) as a result of receiving the COVID-19 vaccine. Unit members shall not be required to utilize contractual or statutory leave for this purpose.

**Section III: Testing**

- A. Before students and staff return to school sites for in-person instruction, PCHS shall offer COVID testing to all students and staff assigned to return to any school or worksite. PCHS shall continue to make free COVID testing available to students and staff during normal work hours, with every effort made to ensure a result turnaround time between twenty-four (24) and forty-eight (48) hours.

For the term of this agreement, PCHS shall offer testing as follows:

1. Baseline testing will be offered and conducted for all students and staff during the seven (7) days prior to a physical reopening of PCHS for regular in-person instruction. All PCHS students and staff who will be returning to the school campus will be provided with a back-to-school baseline test. Students whose families choose to continue distance learning will not be allowed to participate in this testing program.
  2. While Los Angeles County is in the Red Tier, as currently defined by the California Department of Public Health, PCHS shall offer COVID testing for all students and staff at least every two (2) weeks.
  3. While the county risk level for Los Angeles County is in the Orange or Yellow Tier, as defined by the California Department of Public Health, PCHS shall offer symptomatic and response COVID testing per California Department of Public Health guidance.
  4. Nothing in this MOU precludes unit members from obtaining a COVID-19 test through a source other than PCHS.
- B. In response to any school site/work site outbreak, PCHS shall adhere to Los Angeles County Department of Health guidelines and Cal-OSHA requirements, and take immediate action to address the schoolsite/worksite conditions.
- C. Upon notification that an employee or student has been infected with COVID-19, PCHS shall initiate contact tracing, in conjunction with local health department officials. PCHS shall inform all bargaining unit members who may have been in proximity with the infected individual, during the infectious period, of their potential exposure in writing within one (1) workday. This notice shall also include a description of the COVID-19 related benefits available to unit members and PCHS's disinfection plan that will be implemented. A copy of such notice shall be provided to UTLA at the same time it is provided to the affected unit members.
- D. PCHS shall create and maintain a Public Dashboard on the school website that reports all instances of positive cases that have occurred among PCHS's students and/or staff. The Dashboard shall be updated within one (1) full work day of PCHS receiving confirmation of a positive test.

#### **Section IV: Preparation for a Return to In-Person Learning**

- A. All bargaining unit members scheduled to physically return for work at a school or work site, with the exception of substitute teachers not working in a long-term assignment, shall be provided the voluntary option of scheduling up to fifteen (15) hours of on-site preparation time at their school or work site. Unit members utilizing this option shall receive their regular hourly rate of pay. The hours shall be scheduled in coordination with the site administrator during times outside of the unit member workday.
- B. The day before students return for hybrid in-person instruction shall be prioritized for staff planning, preparation, and training on safety procedures and protocols. When possible, the majority of time shall be used for individual unit member preparation.

#### **Section V: Health Screening**

PCHS shall ensure all students, staff, and visitors are screened for symptoms prior to entering the campus.

#### **Section VI: Physical Distancing**

- A. PCHS shall make reasonable efforts to ensure minimum physical distancing of six (6) feet between student workspaces, between educator and student workspaces, and between employee workspaces, or where difficult to do so to have a minimum of four (4) feet distance and a solid barrier between the two people.
- B. PCHS shall make reasonable efforts to ensure that people movement around and through school site buildings is unidirectional where hallways or walkways are equal to or less than twelve (12) feet wide to maintain physical distancing. Hallways and walkways that are more than twelve (12) feet wide may be divided to become separate six (6) or more feet wide hallways and walkways. Directional markers and physical distancing signage should be posted throughout the school site.
- C. PCHS shall have multiple access points, with specifically assigned entrance and exit locations to limit congregation. Unit members shall not be required to monitor ingress and egress locations outside of their contractual workday, and shall be compensated at their hourly rate of pay if and when they are authorized by PCHS to do so voluntarily.
- D. All required meetings, including staff meetings, grade level meetings, department meetings, or professional development meetings shall be conducted virtually. In the event Los Angeles County enters the Orange

Tier, UTLA and PCHS will meet to discuss whether or not these meetings can be conducted safely in person.

## **Section VII: Additional Health & Safety Measures**

- A. Masks - All adults and students must wear proper face coverings secured over both their nose and mouth at all times on campus. (Proper face masks do not include pulling shirts or other articles of clothing up over the nose and mouth, gaiters, or bandanas.) PCHS shall supply and require the use of proper masks, in accordance with Los Angeles County Department of Public Health guidelines for all staff and students.
- B. N95/KN95 Masks – Fit-tested N95 masks or CDC-approved brands of KN95 masks shall be provided for staff with high numbers of daily workplace contacts in an indoor space, including, but not limited to, school nurses. Other unit members shall be provided with such masks upon request.
- C. Hand Sanitizer and Soap - PCHS shall comply with the following hand washing logistical requirements:
  - 1. Every room with a sink shall be stocked with soap, hand sanitizer, and paper towel dispensers.
  - 2. Every classroom shall be provided with hand sanitizer.
  - 3. Non-classroom workspaces shall be provided hand sanitizer.
  - 4. Hand sanitizer or portable hand washing stations shall be provided at each campus perimeter ingress and egress point.
  - 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.
- D. Nightly cleaning and disinfecting - PCHS shall ensure all classrooms, restrooms, and workspaces are cleaned and disinfected nightly, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, with products recommended by federal, state, and/or local health officials. Unit members shall not be expected to provide these services.
- E. Ventilation - In-person instruction may commence in those occupied areas that are equipped with a centralized Ventilation system with air filtration with a minimum efficiency reporting value (MERV) of 13.

**Section VIII: Additional Unit Member Issues**

- A. At-Risk Unit Members - PCHS shall make every effort to provide reasonable accommodations for unit members who provide medical documentation that they:
  - 1) are in a high-risk category related to COVID-19, or
  - 2) live with someone who is in a high-risk category related to COVID-19 (who does not work outside the home)
  
- B. COVID-19 Infected and Quarantined Unit Members - Unit members who are required to be quarantined by PCHS and cannot perform duties remotely shall be placed on paid leave during work hours they cannot perform duties remotely, which shall not be deducted from their contractual or statutory leave.

**Section IX: COVID-19 Compliance Task Forces**

PCHS shall have a COVID-19 Compliance Task Force. The UTLA Chapter Chair (or a Chapter Chair appointed designee) shall be a member of the task force. Training for participants shall be made available by PCHS. The task force shall meet no less than once per week during the contractual workday while in the Red Tier, once every other week when in the Orange Tier, and once a month when in the Yellow Tier, with substitute coverage provided, to address health and safety compliance issues at the school.

The PCHS COVID-19 Compliance Task Force shall be comprised of one representative from each labor union representing employees in PCHS, the Executive Director/Principal, the Director of Human Resources, the PCHS Director of Operations, and the School Nurse. In support of the task force work, the Executive Director/Principal (or designee) shall conduct a walk-through with the same frequency as the task force meetings as described above, to ensure that PCHS COVID-19 policies, guidelines, and best practices, as well as all applicable provisions of this MOU, are being followed. The Executive Director/Principal (or designee) will report any deficiencies, including those remedied, to the task force. The task force shall be expected to remedy all identified deficiencies in a timely manner that reflects the urgency of each deficiency.

**Section X: Substitute Teacher Pay**

To enhance PCHS' ability to recruit and hire substitute teachers, PCHS shall increase substitute teacher compensation as follows:

- Effective April 5, 2021 the regular day substitute pay rate shall be \$220/day.
- Effective April 5, 2021 the long-term substitute pay rate shall be \$246/day.

This MOU applies for the remainder of the 2020-2021 school year only.

**AUTHORIZED SIGNATURES:**

\_\_\_\_\_   
UTLA-PCHS Representative

\_\_\_\_\_   
PCHS Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_