



# PINER-OLIVET UNION SCHOOL DISTRICT

## SPECIAL MEETING - GOVERNING BOARD

**Wednesday, April 7, 2021**

**Meeting Opening Session 6:00 p.m.**

Closed Session 6:02 p.m.

**Public Session 7:00 p.m.**

**Adjournment 9:00 p.m.**

**This meeting will be held virtually via Zoom.  
The public may observe and address the meeting by going to:**

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<https://pousd-org.zoom.us/j/97718528310>

Meeting ID: 977 1852 8310  
One tap mobile  
+16699009128,,97718528310# US (San Jose)

### AGENDA

A copy of the agenda, complete with backup materials, may be reviewed in the District Office, 3450 Coffey Lane, Santa Rosa, beginning the Monday prior to the Wednesday Board Meeting. Office hours are from 8:00 a.m. to 4:00 p.m. Monday through Friday or as otherwise posted. Agendas are always posted, at the District Office, and on our web site at [www.pousd.org](http://www.pousd.org).  
ADA Compliance: In compliance with Government Code § 54954.2(a), the Piner-Olivet Union School District, will, on request, make this agenda available in appropriate alternative formats to persons with a disability, as required by Section 202 of the American with Disabilities Acts of 1990 (42 U.S.C. § 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact Cathy Manno, Executive Secretary to the Superintendent, Piner-Olivet Union School District, 3450 Coffey Lane, Santa Rosa, CA 95403 (707) 522-3003 or send email to [cmanno@pousd.org](mailto:cmanno@pousd.org) at least two days before the meeting date.

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- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT ON CLOSED SESSION AGENDA**
- 4. ADJOURNMENT TO CLOSED SESSION**
- 5. CLOSED SESSION**

Adjournment to Closed Session during this meeting to consider and/or take action upon any of the following items:

- 5.1 With respect to every item of business to be discussed in closed session pursuant to Gov. Code Section 54957:
  - 5.1.1 PUBLIC EMPLOYMENT DISCIPLINE/DISMISSAL/RELEASE  
(No additional information required)
  - 5.1.2 PUBLIC EMPLOYMENT EMPLOYMENT/APPOINTMENT  
Title: None
  - 5.1.3 PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: Superintendent
- 5.2 With respect to every item of business to be discussed in closed session pursuant to Gov. Code Section 54957.6:
  - 5.2.1 CONFERENCE WITH LABOR NEGOTIATOR  
Name of Agency Negotiator: Dr. Steve Charbonneau  
Name of organization representing employees: Piner-Olivet Educators' Association, CTA Affiliate
  - 5.2.2 CONFERENCE WITH LABOR NEGOTIATOR  
Name of Agency Negotiator: Dr. Steve Charbonneau  
Name of organization representing employees: Piner-Olivet Classified Association, CSEA Affiliate.
  - 5.2.3 CONFERENCE WITH LABOR NEGOTIATOR  
Name of Agency Negotiator: Dr. Steve Charbonneau  
Name of organization representing employees: Confidential, Supervisory, Administrative Staff

- 6. RECONVENE TO PUBLIC MEETING**
- 7. REPORT OF CLOSED SESSION ACTION, IF ANY**
- 8. AGENDA MODIFICATION**
- 9. COMMUNICATIONS, PETITIONS AND DELEGATIONS**

Persons addressing the Board without giving previous notice should realize that the action upon any request may be delayed. This is a time for members of the audience to address the Board regarding items not on the agenda. Individual speakers will be allowed three minutes to address the Board under this agenda item. The Board will not respond but may place the subject on a future Board Agenda. Anyone desiring an item to be placed on the prepared agenda shall notify the Secretary ten (10) working days prior to the meeting.

**10. ACTION ITEMS**

**10.1 Ratification of Closed Session Action between the District and Piner-Olivet Educators' Association Regarding the COVID-19 Pandemic and School Opening During the 2020-2021 School Year MOU (Dated April 1, 2021)**

The Board of Trustees will consider ratifying action taken during closed session regarding the MOU (Dated April 1, 2021) between the District and Piner-Olivet Educators' Association.

***(Action 1)***

**11. ADJOURNMENT**

## Agenda Item Summary

Action Item: **10.1 *Ratification of Closed Session Action for the Memorandum of Understanding (Dated April 1, 2021) between the District and Piner-Olivet Educators' Association Regarding the COVID-19 Pandemic and School Reopening During the 2020-2021 School Year***

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Special Meeting of: April 7, 2021

Action Item

Report Format:

Attachment: MOU

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**Presented by:** Dr. Steve Charbonneau, Superintendent

**Background**

The District and the Piner-Olivet Educators' Association negotiating team met and tentatively agreed to language regarding the COVID-19 pandemic and school reopening in an MOU.

**Plan/Discussion/Detail**

To take effect, the Governing Board must approve the MOU in closed session and then ratify that action in open session.

**Recommendation**

Ratify closed session action.

**Memorandum of Understanding Between  
Piner-Olivet Union School District  
And Piner-Olivet Educators Association  
TENTATIVE AGREEMENT  
April 1, 2021**

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, and further affirm that the provisions of this MOU are intended to comply with, and shall be interpreted consistently with the requirements of law including but not limited to SB 98 (2020) and the Individuals with Disabilities Education Act (IDEA).

In light of the global COVID-19 pandemic, the parties agree as follows regarding reopening while in the [Red and Orange Tiers](#) during the 2020-21 school year:

**1) Terms and Conditions**

- a) The terms and conditions in this MOU are intended to address working conditions for unit members providing any in-person instruction or services during the Red and Orange Tiers.
- b) For those unit members who continue to be assigned to exclusive virtual learning positions during 2020-21, the terms and conditions in the parties’ July 1, 2020 virtual learning MOU shall continue in full force and effect.
- c) For unit members providing both in-person instruction and virtual learning instruction, the terms and conditions of both MOUs shall apply. To demonstrate, the virtual learning MOU shall apply to the terms/conditions of a unit member’s virtual learning assignment, and the hybrid/in-person MOU shall apply to the terms/conditions of a unit member’s in-person assignment.
- d) Bargaining unit members providing service in a total (non-hybrid) virtual learning model may work remotely or may access and work from their assigned classroom/office workspace as they deem necessary. Site administrators may request notice from members who may be coming to a worksite. Unit members will use reasonable efforts to comply. Bargaining unit members shall check in upon arrival to any District site and shall be responsible for following all safety and health requirements as set forth in this MOU.

**1.0 DEFINITIONS 1.01** “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.

**1.02** “Common Equipment” – is any school equipment or structures 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.

**1.03** “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.

**1.04** “Face Coverings” – cloth face coverings or masks as recommended by the CDC, state, and local public health guidance to ensure the State’s and SCPH’s highest protective standards of student, educator and community are adhered to.

**1.05** “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.

**1.06** “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, neck guards, barriers, gloves, goggles, etc.

**1.07** “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. However, unless there is mutual agreement to change the distancing guidelines, the six (6) feet guidelines shall remain in place.

**1.08** “Virtual Learning” means distance learning, i.e., instruction in which the pupil and instructor are in different locations, and pupils are under the general supervision of a District teacher.

**1.09** “Stable Group” The State requires that schools limit as much as possible the number of stable groups that each individual student or staff member is a part of [for example, trying to limit in-person stable groups to two (2), plus one (1) extracurricular activity, for elementary schools, and three (3), plus one (1) extracurricular activity, for secondary schools is a way to accomplish this goal. Stable groups should also remain as consistent as possible; for example, keeping stable groups the same for at least three (3) weeks.] The less the mixing, the less the exposure and risk to the school community. Every effort will be made for administration and/or support staff to meet with students virtually. If administration and/or support staff must interact with students in-person, then all the guidelines you mentioned should be followed (masking, distancing, symptom checks, etc.).

## 2) Vaccinations

i.) The parties understand that vaccines play an important role in keeping the community and employees healthy. To assist members getting vaccinated, the District is participating in and keeping employees informed about the SCOE vaccination campaign. Employees desiring to be vaccinated should begin being vaccinated as early as possible. It is the responsibility of employees, who choose to be vaccinated, to make appointments with and get vaccinated through the SCOE Vaccination Clinics or other providers.

ii) According to the CDC, an individual is not fully vaccinated until two weeks after she or he has received the final dose of the vaccine. Employees, who have received their final dose less than two weeks before beginning in-person teaching, may use up to ten days of their sick leave in order to become fully vaccinated prior to starting to teach in person.

## 3) Return to In-Person Instruction: Phases

a) The physical re-entry of the groups/grade-level spans will be staggered with a minimum of two weeks allotted between the return of the groups/grade-level spans. In order to optimize a safe and orderly return to in-person Social-Emotional Learning (SEL) and core instruction, our reentry schedule is in the table below.

Phase	1	2	3	4	5
	SDC	Grades TK/K	Grades 1-3	Grades 4-6	Grades 7-12
Date of Return	April 12	April 26	May 10	May 24	T.B.D.

b) Only those students able to follow the relevant health and safety protocols as outlined by the Sonoma County Department of Public Health (SCDPH) will be permitted to receive instruction/services in-person.

- i) Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering are exempt from wearing a face covering. This includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance. (Doctor's note)
- c) The District will notify Unit Members at least two-weeks prior to the District's intent to return to in-person instruction.
- d) **Classroom Preparation Days and Professional Development** In addition to what is already provided for in the CBA, bargaining unit members shall be provided two additional Classroom Preparation Days prior to the start of the return of students. These days shall be asynchronous instruction days to allow unit members to prepare their classroom spaces for in-person learning. These days, with the exception of meetings and trainings scheduled prior to this MOU, may be scheduled at the Unit Members discretion with notification to the site principal.
- e) Any and all in-person adjunct duties, committee assignments, or extra-duty positions shall be cancelled unless such duties, assignments, or positions can be reasonably performed in a virtual setting.
- f) **Social and/or Enrichment activities:** These activities may be scheduled at school sites with notification and consultation with the site principal. This section does not amend those activities under section 12b. All COVID-19 related health and safety protocols established within this agreement regarding such activities will be honored. Volunteer Unit Members will be involved in organizing and managing such activities. These activities will only take place when hybrid classes are not physically in session, after 12 noon each school day with the exception of deep cleaning days. (See the protocols in section 7)
  - i) Activities for small stable groups may be held in a classroom.
  - ii) Activities for larger groups will be held outdoors or within larger indoor spaces, such as multi-purpose rooms and/or gymnasiums.
  - iii) These activities will follow all safety protocols in section 13.

#### 4) Pull-Back Procedure

- a) The District will immediately report all positive COVID-19 cases to Sonoma County Public Health Department. Based on the determination of SCDPH, individual classrooms or school sites will revert to distance learning.

#### 5) Testing

- a) Unit members providing in-person instruction will be required to be tested (routine/surveillance testing) a minimum of every two (2) months, at the district's expense.
- b) If a unit member has been or believes they have been exposed to COVID-19, the District will cover the expense for the unit member to be tested more frequently than every two (2) weeks.

#### 6) Working Conditions During Hybrid/In-person Instruction

- a) Safety Training
  - i) Before students return to in-person learning, unit members will be provided adequate safety training.
  - ii) The topics for safety training will include, but not be limited to:
    - (1) Reinforcing the importance of health and safety practices and protocols;
    - (2) Cleaning and disinfecting protocols, cleaning supplies and equipment;
    - (3) Physical distancing requirements, personal protective equipment, and stable classroom stable group protocols;
    - (4) Health screening protocols and procedures;
    - (5) Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;
    - (6) Protocols on responding to individuals with a family member or someone in close contact with a student or staff member who tests positive for COVID-19;
    - (7) Protocols on responding to a student or staff member testing positive for COVID-19 and
    - (8) Any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with.

b) Face Coverings

- i) All unit members will wear face coverings on campus in accordance with the Sonoma County Department of Public Health (SCDPH) guidelines as applied to schools. Unit members may work without a face mask while they are alone in their classroom with the door closed.
- ii) The District will provide face coverings for all unit members. Unit members may opt to provide their own face coverings as long as they are compliant with relevant public health guidance applicable to schools and appropriate for the school setting.
- iii) All students (TK-12) present for in-person instruction will be required to wear a facial covering while indoors and outdoors in accordance with SCDPH guidance applicable to schools. The District will provide face coverings for all students needing face coverings.

**7) Management of Stable Groups**

- i) The District will administer stable groups in accordance with relevant public health guidance applicable to schools, including the September 4, 2020 SCDPH stable grouping Guidance (to the extent applicable to the specific situation).
- ii) All in-person classes will be conducted in accordance with the following terms and conditions:
  - (1) Unit members will be assigned stable groups. A stable group is a stable group of students with the same supervising adult(s) that physically stay together throughout the day. The stable group must operate so that students and supervising adult(s) within the group only have close contact with members of their stable group throughout the day.
  - (2) There will be six (6) feet of physical distancing between student workspaces and between student and teacher workspaces.
  - (3) The District will take precautions to avoid stable group mixing, including but not limited to:
    - (a) Avoiding moving students from one stable group to another, unless needed for a student's overall safety and wellness.
    - (b) Staggering playground time and other activities so that no two stable groups are in the same place at the same time.
  - (4) Pursuant to the SCDPH stable grouping Guidance, the District will prevent interaction between stable groups either by having each stable group in a separate indoor space or within the same indoor space with physical barriers or minimum physical distancing requirements met.
- iii) Specialized Services
  - (1) One-to-one specialized services can be provided to a student by a support service provider that is not part of the student's stable group. "Specialized service" includes but not limited to: occupational therapy services, speech and language services, and other medical, behavioral, or educational support services as part of a targeted intervention strategy.
  - (2) The number of students from different stable groups with which specialized services providers may meet on a daily basis will be consistent with the most current SCDPH stable grouping Guidance.
  - (3) Specialized service providers may only meet with students from a single stable group at a time.
  - (4) Specialized service providers may schedule up to 15 minutes between student meetings for cleaning/disinfecting.
- iv) If a stable group is required to quarantine, the classroom teacher will also be quarantined and will teach from home for the requisite quarantine period.
- v) If a unit member believes that minimum physical distancing cannot be maintained to provide necessary academic instruction or assessments, the unit member shall notify the site administrator immediately to discuss health and safety measures, including but not limited to, additional PPE.
- vi) For in-person learning, teachers will be assigned to no more than two separate stable student groups. In no event shall the two stable student groups be combined, nor shall a stable student group be divided and moved into other stable student groups. All individuals will honor the 6' physical distancing requirement.

## **8) Substitutes**

- a) Unit members are expected to log their absences in AESOP/Frontline by 6:30 am. Unit members who do not meet the 6:30 am cut-off time must notify their school site Office Manager and/or Principal of their absence prior to 8:00 am. Should a Unit Member become ill after arriving on campus, she/he is required to leave school immediately.

## **9) Transfer & Reassignment**

- a) Consistent with the District's educational goals and legal responsibilities, the District will attempt to prioritize requests for remote learning assignments in the following order:
  - i) a unit member is at a "higher risk" for COVID-19 related illness based on SCDPH guidelines;
  - ii) a unit member's bona fide childcare needs; and
  - iii) someone in the unit member's immediate household is at "higher risk" for COVID-19 related illness based on SCDPH guidelines.
- b) For requests based on the unit member or a member of the unit member's household member being at "higher risk," a note from the healthcare provider must accompany the request.
- c) For requests based on bona fide childcare needs, a note must accompany the request explaining that their usual childcare provider or their child's school is closed or unavailable.
- d) For all other assignments, the Transfer & Reassignment Article VIII in the CBA shall apply.
- e) The District will prioritize available remote work assignments as a reasonable accommodation for unit members who are qualified individuals with disabilities under applicable law.

## **10) Evaluations (Article XV)**

- a) The language in the CBA and the July 1, 2020 MOU between POEA and the district will apply.

## **11) Meetings**

- a) The parties intend that all meetings shall be held virtually during 100% Virtual Learning (including but not limited to, staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, parent meetings, and parent-teacher conferences). However, such meetings shall be conducted in person if required by law; the parties agree to meet in advance in case circumstances arise affecting this. Unit members shall reserve the right to attend all meetings virtually. All meetings shall be scheduled during non-instructional time.
- b) Large in-person gatherings (i.e. school assemblies) are prohibited, unless the parties have reconvened to address large in-person gatherings in the event applicable health guidelines change and have agreed they may be held. Back-To-School Night, Open House, and in-person Promotion/Graduation meetings or ceremonies shall be held virtually for the 2020-2021 school year.
- c) Unit members are required to offer parent-teacher conferences, both formal and informal, as needed or as required by the CBA.
- d) All other provisions of the collective bargaining agreement regarding meetings apply.

## **12) Safety**

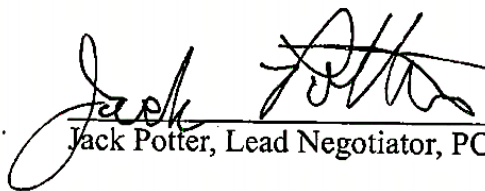
- a) To ensure employee safety, the District shall require use of face coverings for all students, staff, and visitors who enter District facilities, in compliance with relevant public health guidelines applicable to schools, and relevant disability law. These safety measures shall be enforced by District administrators.
- b) Reporting Concerns
  - i) Unit members must initially report health/safety concerns to their site administrator to allow for resolution at the site-level.

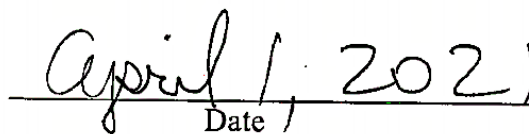


- c) Cleaning/Disinfection
  - i) Classrooms will be cleaned and disinfected after each stable group.
  - ii) The District will ensure that additional cleaning/disinfection measures, such as a focus on high-touch places, are taken during all tiers of the COVID-19 pandemic.
  - iii) The District will ensure that all classrooms/indoor workspaces are cleaned/disinfected after every day of use, in accordance with the relevant public health guidelines applicable to schools.
  - iv) Student and staff bathrooms will be scheduled for cleaning on a routine basis throughout the duty day.
  - v) The District will maintain a record of cleaning/disinfecting indoor workspaces and bathrooms on a weekly basis. The union president or designated site rep, on behalf of the unit members, may request access to the weekly cleaning/disinfecting record from the District.
  - vi) Any concerns about daily cleaning/disinfecting will be addressed with the site principal.
- d) Handwashing
  - i) All individuals will be required to wash their hands, or utilize the available hand sanitizer, when they enter or leave an indoor workspace, including classrooms, offices, and the cafeteria.
  - ii) All sinks will be equipped with running water, hand soap, and single-use paper towels, and/or hand sanitizer.
  - iii) Every classroom and indoor workspace will be equipped with hand sanitizer with at least 60% alcohol.
  - iv) Hand sanitizer will be provided at each ingress point on campus.
  - v) The supplies noted above will be replaced as soon as practicable, and will be checked and restocked as part of normal custodial rounds.
- e) Personal Protective Equipment
  - i) The District will provide face coverings for all unit members. Unit members may opt to provide their own face coverings as long as they are compliant with relevant public health guidance applicable to schools and appropriate for the school setting.
  - ii) Unit members providing in-person instruction will be provided sufficient PPE in accordance with relevant public health guidance applicable to schools which may include, but not be limited to: face coverings, face shields, disposable gloves, and physical barriers (such as plexiglass).
- f) Ventilation
  - i) Staff members shall be encouraged to keep functioning windows in all work spaces open depending on weather, temperature, or air quality conditions.
  - ii) Non-functioning windows will be repaired before students attend, if possible. If a window becomes inoperable during the school year the District will attempt to repair it within 10 (ten) days of being reported to the District.
  - iii) The District has installed a MERV-13 or MERV-13 equivalent filter in every HVAC unit.
- g) Notification
  - i) The District shall follow the applicable protocols established by the county public health officer regarding reporting cases of COVID-19 and will notify the Association President of any confirmed cases of students and/or staff reported to the public health officer.
- h) Symptom Screening
  - i) Site Administrators are responsible for the daily symptom screening data for staff, families and students, and Authorized/Pre Scheduled visitors and take appropriate action when data indicates COVID-19 symptoms are present or the screening was not performed.
  - ii) Unit members are required to perform a self screening on Aeries prior to reporting to the worksite each day.

- (1) Unit members are required to stay home if they are exhibiting symptoms of COVID-19 or suspect they have been exposed to COVID-19.
- (2) Unit members having any COVID-19 symptoms will contact the site administrator and inform them they will not be coming into work and take the appropriate steps to contact their medical provider for additional screening needs.
- (3) Site Administrators will redirect unit members who are not performing the required daily symptom screening.
- ii) Families and students. Families will be required to screen their child(ren) for symptoms based on the CDC-recognized COVID-19 symptoms.
  - (1) Families will be advised that they must keep their child(ren) home if they are exhibiting symptoms of COVID-19 or suspect they have been exposed to COVID-19.
  - (2) Site Administrators will redirect families and students who are not performing the required daily symptom screening.
  - (3) Site Administrators will facilitate prompt symptom screening for students who arrive on-site but for who the required daily health screening was not performed.
- iii) Essential Visitors Authorized/Prescheduled Visitors will be required to check in to the site front office to conduct the required symptom screening.
  - (1) Visitor. Visitors who will be at any District facility will be required to perform a self-screening and self-certify that they are COVID-19 symptom free.
- i) Use of Recording Equipment
  - i) The District shall provide all bargaining unit members the necessary equipment and supplies in order to provide virtual learning, including but not limited to technology, laptop computers, display boards, video/recording devices, headphones, and any other items normally provided during in-person learning, as requested.
  - ii) Members shall not be required to record lessons or live instruction. Any recording of live/synchronous virtual instruction is required to have the consent of the teacher and the principal.
- 2) The terms and conditions of this MOU shall apply in conjunction with the parties' July 1, 2020 virtual learning MOU, as applicable.
- 3) This agreement is to address the challenges and needs of the Piner-Olivet Union School District and Piner-Olivet Educators' Association during the COVID-19 pandemic for all regular and extended school year in person instruction.

Signatures:

  
 Jack Potter, Lead Negotiator, POEA

  
 Date

  
 Steve Charbonneau, District Representative

April 1, 2021  
 Date