

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SIERRA PLUMAS JOINT UNIFIED SCHOOL DISTRICT
SIERRA COUNTY OFFICE OF EDUCATION
AND
SIERRA PLUMAS TEACHERS ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE 2021-2022 SCHOOL YEAR.**

August 6, 2021

The Sierra Plumas Joint Unified School District along with Sierra County Office of Education and the Sierra Plumas Teacher's 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: PERSONAL PROTECTIVE EQUIPMENT ("PPE")

- 1.1 The District shall provide PPE to all unit members and students for every day that unit members or students are required to report to school sites.
- 1.2 In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.
- 1.3 Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE.
- 1.4 If the District fails to provide sufficient PPE for the day, individuals without PPE will be sent home for the day. Unit members sent home due to lack of PPE will receive their full daily rate of pay. Any in-person classes taught by the unit member will resume when sufficient PPE is available.

ARTICLE 2: COVID-19 EXPOSURE /SCHOOL SITE CLOSURE

- 2.1 Staff, administrators, and students who are sick are expected to remain home and shall not be permitted on a District site while sick following the CDPH and local health department guidelines.
- 2.2 If a staff member, administrator, student, or parent associated with a stable student tests positive for COVID-19, the students will immediately be notified and the Sierra County Public Health Department will put the necessary protocols in place.
- 2.3 The District will work with the Sierra County Department of Public Health to ensure that all staff and students being quarantined are given resources on how to properly quarantine and provide access to medical professionals if illness manifests itself.
- 2.4 District will follow CDPH quarantine guidelines for the 2021 - 2022 school year for staff members. This will include providing on site testing when needed.
- 2.5 All closed classroom spaces, worksites, rooms, school sites, or other District facilities shall be thoroughly cleaned and disinfected prior to being re-opened for in-person learning.
- 2.6 The District shall communicate any all decisions about closures and re-opening to all bargaining unit members at a school site or district wide as appropriate. Such communication shall be by email or by telephone.

ARTICLE 3: FAILED SUBSTITUTE COVERAGE

- 3.1 In-Person Learning
 - 3.1.1 If no certificated bargaining unit member is available to provide substitute teaching coverage, the students may be instructed by an administrator until such time as a bargaining unit member or certificated substitute teacher becomes available. No classified employee shall substitute to teach students during instructional time.

ARTICLE 4: DAYS AND HOURS

- 4.1 In-Person Learning Unit Member Daily Start Time
 - 4.1.1 Unit members shall report to work according to the bargaining unit member start time in the CBA or consistent with past practice. If the school develops staggered start and end times, bargaining unit members shall adjust their contractual start and end time so that the overall workday remains the same number of minutes as provided for in the CBA.
- 4.2 In-Person Adjunct Duties, Committee Assignments, or Extra Duty Work
 - 4.2.1 Any and all in-person adjunct duties, committee assignments, or extra-duty positions may be held in person or virtually as needed.
- 4.3 Training Days or Hours

4.3.1 Unless already provided for in the CBA, no more than two (2) additional Training Days or equivalent work hours shall be required by the District. Such additional days and/or hours shall be added to the unit member's work year and compensated at the unit member's daily rate of pay.

4.4 Other Health and Safety Issues

4.4.1 Daily Cleaning and Disinfecting

4.4.1.1 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.

4.4.1.2 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.

4.4.2 Regular Deep Cleaning of Classroom Spaces

4.4.2.1 Regular deep cleaning of classroom spaces and staff workspaces shall be completed at least once per week. Deep cleaning shall be done by trained, qualified professionals. Deep cleaning shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors.

ARTICLE 5: LEAVES

5.1 Covid Paid Sick Leave/Families First Coronavirus Response Act(FFCRA - expires September 30, 2021)

5.1.1 For unit members in an in-person teaching model during the 2021-2022 school year, the District shall provide 10 days of paid sick leave in the case of a documented COVID - 19 health related absence and/or required quarantine if the unit member is unable to be reasonably accommodated through the interactive process and unable to perform their assigned duties. These days will be available after the unit member has exhausted their FFCRA and Worker's Compensation(if applicable), or if these are denied . If an absence is not COVID-19 health related, accrued leave will be deducted.

5.1.2 If a unit member is unable to teach in person due to COVID-19 then they will be expected to provide distance learning from home and will receive their regular pay and no sick leave will be used. If a unit member is unable to provide distance learning services due to COVID-19 related quarantine then the teacher will be given 10 days of sick leave, per 5.1.1, these days will be available after the unit member has exhausted the FFCRA days and their Worker's Compensation(if applicable), or if these are denied.

5.2 Paid Leave of Absence for Unit Members At-Risk of COVID-19 Exposure

5.2.1 In the event a bargaining unit member is unable to return to in-person instruction because either they or someone in their household is at high risk for illness or infection associated with COVID-19, and an alternate or remote assignment is unavailable to them, such member shall be placed on paid administrative leave and continue to receive full salary and benefits without any deduction from the bargaining unit member's accumulated sick leave.

5.3 Industrial Accident Leave/Workers Compensation

5.3.1 All provisions of the CBA pertaining to Industrial Accident Leave and/or Worker's Compensation remain in effect.

5.3.1.1 If workmen's compensation is not fully covered for any member who comes in contact with COVID - 19, then the district and SPTA agree to meet and discuss.

5.3.2 The District shall not contest workers' compensation claims that COVID-19 disease is caused by work exposure for bargaining unit members who are diagnosed by a medical doctor with COVID-19 within fourteen (14) days of having come to work at a District site.

ARTICLE 6: DISTANCE LEARNING

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.

6.1 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.

6.2 Distance Learning

6.2.1 All students will receive synchronous or asynchronous instruction and content five days per week either in-person or through distance learning. The lesson design and type of instruction provided shall be at the discretion of the classroom teacher.

6.2.1.1 All content shall be aligned to grade level standards that are provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

6.2.1.2 All students will receive daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders and consistent with this MOU.

6.2.1.3.1 This daily live interaction shall be designed to meet the needs of students at the discretion of the classroom teacher.

6.2.1.4.2 If daily live interaction is not feasible as part of regular instruction, the District shall develop an alternative plan in consultation with and

based on meaningful input from students, parents, and the Association.

- 6.2.2 The District shall do its utmost to ensure equitable access to education for all students and shall confirm and/or make provisions so that all pupils have adequate access to connectivity and technological devices to participate in the educational program and complete assigned work. For those students who don't have adequate access to connectivity, the district will develop an alternate method of delivery of instruction.
- 6.2.3 The District shall provide academic and other supports in distance learning that are designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health support.
 - 6.2.3.1 In order to ensure equitable access to the educational program and academic and other supports, the District may choose to provide in-person learning opportunities five (5) days per week so long as they are part of a stable classroom cohort for all five days while maintaining all other provisions of this MOU.
 - 6.2.3.2 In order to provide equitable access to the educational program, special education, and other related services, for pupils with an individualized education plan (IEP), the District shall ensure that all IEPs can be executed in a distance learning environment. If it is determined by the IEP team that a student should remain in an in-person learning environment five (5) days per week, the District shall offer in-person learning so long as the student is part of a stable classroom cohort for all five days while maintaining all other provisions of this MOU.
- 6.3.1 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 2021-2022 school year.
 - 6.3.1.1 When providing distance 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. Daily lesson plans, assessments, and instructional methodologies used shall be at the discretion of the classroom teacher.
 - 6.3.1.2 Unit members will be expected to conduct normal and necessary informal and formal assessments to guide instruction and contribute to an overall grade at the end of each grading period.
- 6.3.2 Bargaining unit members shall determine the means and methods for providing distance learning based on appropriate standards-based instruction, their resources, and their students' abilities to access the curriculum. Bargaining unit members shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow-up.

- 6.3.3 Except for office hours and/or interactive instruction, bargaining unit members shall set their schedule asynchronously. Bargaining unit members are expected to work and be available during their normal contractual work hours and workdays. To provide students and parents with consistency and to avoid conflicts, office hours/interactive instruction shall be scheduled during the same times each week. Bargaining unit members shall have time each week designated to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms.
- 6.3.4 Interactive instruction should include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and provides the bargaining unit member opportunities to provide the student encouragement and feedback.
- 6.3.5 Bargaining unit members providing service in a total distance learning model may work remotely or may access and work from their assigned classroom/office workspace during regular school hours as they deem necessary unless their assigned workspace is being used to provide classroom space for a stable student cohort. Administrators will notify bargaining unit members if their regularly assigned workspace is going to be occupied to provide additional spaces for physical distancing and stable cohorts.
- 6.3.6 Any recording of live/synchronous virtual instruction is required to have the consent of the teacher and the principal.
- 6.3.7 The District shall provide all bargaining unit members the necessary equipment and supplies in order to provide distance learning, including but not limited to technology, laptop computers, display boards, video cameras, headphones, and any other items normally provided during in-person learning, to the reasonable and approvable extent possible.
- 6.3.8 If a unit member needs daycare services, the unit members will be allowed to bring their children on site while distance teaching or hybrid model. All COVID - 19 precautions will be in place and followed. Each teacher will be provided a teacher waiver form to sign to have their children on site.
- 6.3.9 The district will provide onsite support for teachers, with the use of district aides, at each site to support the unit member's while the unit member is distance teaching or in a hybrid model of teaching.

6.4 Distance Learning Accountability Requirements

- 6.4.1 The District shall document daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided. A pupil who does not participate in distance learning when assigned to do so shall be documented as absent by the distance learning teacher.
 - 6.4.1.1 Evidence of daily student participation in distance learning shall be obtained using:
 - 6.4.1.1.1 evidence of participation in online activities;
 - 6.4.1.1.2 completion of regular assignments and/or assessments; and

- 6.4.1.1.3 contacts between employees of the District and pupils or parents or guardians.
- 6.4.1.2 The District shall ensure that a weekly engagement record is completed for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments.
- 6.4.1.3 The District shall develop written procedures for tiered reengagement strategies for all pupils who are absent from distance learning for more than three (3) school days or 60% of the instructional days in a school week. These procedures shall require school site administrators or classified staff to contact the pupil's parents or guardians pursuant to the requirements of *Education Code Sections 43504(f)*.
- 6.4.1.4 Classroom teachers shall regularly communicate with parents and guardians regarding a pupil's academic progress consistent with established practices and procedures for traditional in-person learning.

ARTICLE 7: TRANSFERS AND ASSIGNMENTS

- 7.1 The following procedures shall apply to the assignment of distance learning remote work:
 - 7.1.1 The unit member's request for a distance learning remote work assignment must be submitted via email. The request may include the reasons for the bargaining unit member's request, including that they are seeking the distance learning remote work assignment because either they or someone in their household is at high risk for infection and illness associated with COVID-19. Such information shall not be utilized or perceived by the District as a request for a reasonable accommodation.
 - 7.1.2 Priority for distance learning remote work assignments shall be given to those individuals who are requesting the remote work assignment because either they or someone in their household is high risk for infection or illness associated with COVID-19, in addition to the hire date seniority and credential, an individual's risk to COVID -19 infection will be taken into account when deciding an individual distance learning remote assignment.

ARTICLE 8: PAY AND BENEFITS

- 8.1 While working under an in-person learning model, or a total distance learning model, or a hybrid 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, and will be prorated accordingly for the service provided.
- 8.2 Any bargaining unit members that provide substitute coverage for an in-person class cohort or distance learning class shall be paid their prorated per diem hourly rate of pay for their time worked outside of their regularly contracted time.

ARTICLE 9: PUPIL PERSONNEL SERVICES STAFF AND OTHER STAFF NOT ASSIGNED A CLASS ROSTER

- 9.1 All certificated bargaining unit members not assigned as a classroom teacher and other staff working in these positions (including but not limited to counselors, librarians, speech-language pathologists, psychologists, social workers, teachers on assignment, academic coaches, and nurses) shall maintain all PPE and safety requirements in this MOU.

ARTICLE 10: TRAINING

- 10.1 Consistent with federal, state, and local public health officer guidelines, all staff shall be trained in the following areas, including but not limited to:
 - 10.1.1 Reinforcing the importance of health and safety practices and protocols;
 - 10.1.2 Cleaning and disinfecting protocols, cleaning supplies and equipment;
 - 10.1.3 Physical distancing requirements, personal protective equipment, and stable classroom cohort protocols; where needed.
 - 10.1.4 Health screening protocols and procedures;
 - 10.1.5 Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;
 - 10.1.6 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;
 - 10.1.7 Protocols on responding to a student or staff member testing positive for COVID-19; and
 - 10.1.8 Any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with.
- 10.2 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 learning, or distance learning.
- 10.3 The District shall provide a minimum of 72 hours' notice to all bargaining unit members of additional required training hours or days not already provided for in the CBA.

ARTICLE 11: ACCOMMODATION

- 11.1 The District agrees to protect and support employees who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk by providing options such as distance learning or working remotely.
- 11.2 The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.
- 11.3 The District agrees to initiate in a timely manner the interactive process for employees whose medical doctor designates them as "high risk," "vulnerable," or equivalent terminology as related to exposure to COVID-19.

- 11.4 The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:
 - 11.4.1 Providing additional or enhanced PPE;
 - 11.4.2 Placing physical barriers to separate the vulnerable employee from staff, students, or other individuals on campus;
 - 11.4.3 If available, transferring or reassigning the employee to a distance learning assignment or an assignment with minimal daily contacts with others.
- 11.5 When no reasonable accommodation can be reached, the District shall provide paid leave to bargaining unit members according to Section 5.2.

ARTICLE 12: CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

- 12.1 Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or 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 June 30, 2022 unless extended by mutual written agreement of the Parties.

FOR THE ASSOCIATION:

FOR THE DISTRICT & COUNTY:

Date

Date

Revised and Updated
8/6/21