

**MEMORANDUM OF UNDERSTANDING  
BETWEEN SUTTER COUNTY SUPERINTENDENT OF SCHOOLS  
AND  
SUTTER COUNTY SUPERINTENDENT OF SCHOOLS STAFF ASSOCIATION**

**COVID-19**

August 3, 2020

The Sutter County Superintendent of Schools (“County”) and Sutter County Superintendent of Schools Staff Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding distance learning related to COVID-19.

The Parties recognize there is a need to move to distance learning strategies to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from the coronavirus during the 2020/21 school year.

**Adhere to Health Guidelines**

1. The County shall adhere to the COVID guidelines issued by the Centers for Disease Control (CDC), California Department of Public Health (CDPH), California Department of Education (CDE), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the Sutter County Health Department (SCHD).
2. The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.

**Distance Learning/Teaching:**

1. Unit members may choose to work at their assigned work locations and follow COVID-19 safety protocols or work remotely at home.
2. Special education infant/toddler service providers will complete individual weekly/biweekly/monthly sessions with families, as outlined on the students’ IFSPs. These sessions will be provided using videoconferencing or via phone.
3. Distance learning will include consistent daily virtual instructional interaction between teachers and students. It will also include the use of online tools (teacher and student facing) used to improve, facilitate, and extend learning within and beyond the school walls.
4. The County and the Association shall adhere to student participation and absenteeism requirements. (Education Code Section 43504)
  - a. The Bargaining Unit member will document daily participation for each student on each school day, in whole or in part, for which distance learning is provided, as well as contributing to a weekly engagement record for each student, documenting synchronous

or asynchronous instruction for each whole or partial day of distance learning. Lesson design and type of instruction shall be at the discretion of the teacher.

- b. Daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between employees of the County and students or parents or guardians. A student who does not participate in distance learning on a school day shall be documented as absent for that school day.
  - c. SCSOS shall develop written procedures for tiered re-engagement strategies for all students who are absent from distance learning for more than three school days or 20 percent of the instructional days in a school week. These procedures shall include, but are not limited to:
    - i. Verification of current contact information for each enrolled student;
    - ii. Daily notification to parents or guardians of absences;
    - iii. A plan for outreach from the school to determine student needs including connection with health and social services as necessary.
5. Daily attendance may be achieved by electronic or telephonic methods.
  6. The County shall not require in-person staff meetings, adjunct duty meetings, or professional development. Any mandatory meetings shall be conducted virtually.

**Safety:**

1. SCSOS shall require the use of facial coverings (masks) in accordance with federal, state, and local guidelines currently in effect. If a bargaining unit member is in need of a facial covering (mask), SCSOS will provide one for the unit member. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt). Masks and face shields may not be required for children age two and under or for students with medical apparatus which prevents or obstructs the use of the apparatus.
2. Staff and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 should be sent home or sent to an isolation room on-site pending travel home. In the event of an exposure to COVID-19 that requires a unit member to self-quarantine, the unit member may use available leaves as permitted by the Collective Bargaining Agreement and State and Federal law.

**Compensation:**

1. Unit Members' compensation and benefits shall not be reduced as a result of the emergency school closure. Stipends will be paid through the remainder of the 2020-21 school year.
2. Unit members working remotely will be reimbursed for all materials and supplies necessary to support student learning including, but not limited to, printer toner, paper, pencils, increased internet capacity, etc. with prior supervisor approval for individual expenses exceeding \$25.

3. In lieu of substitutes, unit members shall be given first right of refusal to provide coverage for an additional caseload at their hourly rate of pay, as outlined in Article 29-G.3 of the CBA.

**Leaves:**

1. The parties agree that unit members who are unable to meet the expectations included in this MOU shall use any leave consistent with the law and the parties' collective bargaining agreement.

Eligible unit members will also be entitled to leaves under the Families First Coronavirus Response Act (FFCRA). This leave expires on December 31, 2020 or unless extended by law. Leaves under the FFCRA include:

- **Emergency Paid Sick Leave (EPSL):** Up to 80 hours of paid sick leave (prorated for part-time; total of two workweeks) when an employee is unable to work on-site or remotely:

FULL PAY maximum \$511/day and \$5,110 total:

1. The employee is subject to a quarantine or isolation order related to COVID-19 by federal, state, or local government; or
2. The employee has been advised to self-quarantine related to COVID-19 by a healthcare provider; or
3. The employee is experiencing COVID-19 symptoms and seeking medical diagnosis; or

2/3 PAY maximum \$200/day and \$2,000 total:

4. The employee is caring for an individual who is subject to (1) or (2); or
5. The employee is caring for a son or daughter whose school or place of care is closed or whose caregiver is unavailable due to COVID-19 precautions; or
6. The employee is experiencing a "substantially similar condition" as specified by the Department of Health and Human Services (DHHS).

- **Emergency Family Medical Leave Expansion Act (EFMLEA):** Employees who have been employed for at least 30 calendar days and are unable to work on-site or remotely due to childcare issues as a result of school or place of care closure (or unavailability of childcare provider) [i.e. qualifying reason number 5 above] may be entitled to up to 12 workweeks of leave for childcare purposes. The first two weeks of Emergency FMLEA leave is unpaid, unless employees elect to utilize accrued paid leave, including EPSL during this time. The remaining 10 workweeks of leave are paid at 2/3 their regular rate of pay for up to \$200 daily and \$10,000 total (\$12,000 total for the 12 workweeks).

Unit members who are on one of the leaves above shall contact Human Resources at the County to determine their eligibility to return to work.

2. As a unit member in paid status, unit members must be reachable by phone, email or text daily on calendared work days. To remain in paid status, unit members must be accessible and available. If unable to report, unit members will be required to use leave as applicable. Unit Members will not be required to work during previously calendared non-workdays. If required to work on the

calendared non-workdays, unit members shall be compensated at unit members hourly rate of pay.

**General Provisions:**

1. The parties agree to meet regularly to address implementing guidance from the California Department of Education as well as the Federal Department of Education in order to provide equitable and appropriate education for our students with special needs.
2. In-Person Student Assessments  
Based upon CDPH and local county health guidance, unit members may be required to conduct 1:1 in person assessments/testings on a case by case basis.
  - a. At least one safe space per site will be set up for testing. The room will be equipped with an adequate supply of PPE, including a clear barrier as necessary, masks, gloves, and cleaning supplies.
  - b. Both unit members and students will be required to wear appropriate PPE and social distance where practicable.
  - c. The assessment room/barrier will be sanitized after each use.
  - d. Parent/Teacher Conferences/Meetings/SST's/IST's/IEP's
    - ii. If a parent needs an on-site location to access tele-meetings with Bargaining Unit Members, the County will address this need with the parent to provide that access without requiring the Unit Member to physically be in the same room.
    - iii. The County will identify a safe space for parents per site. The room will be equipped with an adequate supply of PPE, including a clear barrier as necessary, masks, gloves, and cleaning supplies.
    - iv. The County will provide parents access to technology for conferences/meetings/SST's/IST's/IEPs to facilitate Bargaining Unit members work.
3. TCIP participating teachers have the option to meet their obligations online, as instructed by the TCIP Coordinator, but it is recognized that special circumstances may prevent this.
4. The County will ensure that all classrooms, joint work areas, County vehicles, and facilities have been disinfected prior to unit members being on campuses.
5. In the event the State of California deems alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiations on the impacts.
6. The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.
7. Upon experiencing a level of COVID cases at or below the threshold of the Governor's reopening guidelines, as determined by the Sutter County Public Health Officer, for a minimum of 7 (seven) consecutive days, the County will notify the unit leadership of the intent to enter into Negotiations for the next phase of instruction.

8. No in-person instruction shall take place until a subsequent MOU addressing in-person instruction is in place.
9. The County and/or Association reserve the right to negotiate any additional impacts and/or additional changes to instructional models in the 2020-21 school year.
10. This MOU and the provisions herein only apply to facility closures under the Governor's school opening guidelines or the Sutter County Public Health Officer due to coronavirus (COVID-19) and shall not establish precedent or be considered past practice for other types of school closures or instructional models.

The County will start the school year in Distance Learning. This MOU shall be in effect at any time that the County is in a Distance Learning phase. This MOU shall expire June 30, 2021, or may be extended through mutual agreement.

This MOU resolves the negotiable impacts and effects of the Distance Learning Program for the 2020/2021 school year. Negotiations on remaining educational platforms are ongoing.

  
Lynnette Ristine, SCSOSSA President

8/12/2020  
Date

  
Ron Sherrod, Assistant Superintendent-SCSOS

8-12-2020  
Date