

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

**School Closure Related to Coronavirus-19/COVID-19 (COVID-19)**

April 8, 2020

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

The Parties recognize there is a need to close schools (“emergency school closure”) and 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 2019/20 school year.

**Distance Learning/Teaching:**

1. Unit members shall have the option to work remotely or at a County Office provided space, when deemed safe, during the emergency school closure. No face-to-face student contact will be required.
2. The coursework provided to students shall have the intention of promoting continuity of learning while students are not in school. This may include enrichment and/or review skills. The pace of instruction shall be at the discretion of the teacher based on the needs of their students.

**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 2019-20 school year.
2. Beginning March 17, 2020, unit members 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. Extra Duty, Extra Pay (Article 29-G3) of the CBA is still applicable.

**Leaves:**

1. The parties agree that unit members who are unable to meet the expectations included in this MOU regarding distance learning shall use any sick or personal necessity leave entitlement that they may be eligible for consistent with the law and the parties’ collective bargaining agreement. Eligible unit members will also be entitled to any new COVID-19 federal and/or State leave benefits. On a case by case basis, unit members who are on an existing or scheduled approved leave who are able to fulfill the requirements of the MOU regarding distance learning and service may contact the County to determine their eligibility to return to work.

2. As a unit member in paid status during the COVID-19 closure, unit members must be reachable by phone, email or text daily. 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 such as Spring Break. 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. Unit Member Evaluations shall be waived for the remainder of the 2019-20 school year. By mutual agreement of the unit member and administration, the evaluation in process can be completed at the start of following year. Unit Member Evaluation cycle will remain for the 2020-21 school year.
3. Unit members shall not be subject to any disciplinary action or evaluated on any lesson planning, implementation, delivery, and/or student assessment associated with distance learning related to this closure.
4. 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.
5. Upon the State/County/District determining schools safe to open, the County shall provide at least one (1) day of preparation to all unit members to prepare for the return to the classroom with students.
6. The County will ensure that all classrooms, joint work areas, County vehicles, and facilities have been disinfected prior to unit members being on campuses.
7. 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.
8. The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.
9. Upon receiving notification from the State or Sutter County Public Health Officer that it is safe to return to the worksite or the stay at home order has been lifted, the County will notify the unit leadership of the return to school date. In the event special circumstances prevent an employee from attending any on campus event, the employee shall make special arrangements with their program administrator or supervisor.
10. This MOU resolves the negotiable effects of school closures due to the coronavirus (COVID-19). The County and/or Association reserve the right to negotiate any additional impacts and/or additional school closures in the 2019-20 school year.
11. This MOU and the provisions herein only apply to emergency school closure due to coronavirus (COVID-19) and shall not establish precedent or be considered past practice for other types of school closures.

This MOU shall expire on June 30, 2020 or at the conclusion of this coronavirus crisis, but may be extended by mutual written agreement.

  
Lynnette Ristine, SCSOSSA President

4/21/2020  
Date

  
Ron Sherrod, Assistant Superintendent-SCSOS

4-21-2020  
Date

