

MEMORANDUM OF UNDERSTANDING BETWEEN

Sutter County Superintendent of Schools

AND

Sutter County Superintendent of Schools Staff Association

**REGARDING THE COVID-19 PANDEMIC AND IN-PERSON INSTRUCTION DURING THE
2020-2021 SCHOOL YEAR FOR SPECIAL DAY CLASSES.**

October 29, 2020

The **Sutter County Superintendent of Schools** ("County Office") and the **Sutter County Superintendent of Schools Staff Association** ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 to provide in-person special day classroom instruction as specified by the state and local health guidelines during the 2020-2021 school year.

The Parties recognize there is a need to move to in-person instruction for special day classrooms. 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 County Office may need to close a program or site(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 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 County Office 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:

1.0 DEFINITIONS

- 1.1 "Classroom" – is any academic, learning, assessment, or instructional space used by students, certificated, classified, parents, administrators, or other adults on a school campus or at a family's home. 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.
- 1.2 "Cohort" – is a group of students that maintains social isolation and physical distancing. Cohorts are designed to remain stable and intact in order to prevent the spread of infection and illness arising from COVID-19.

- 1.3 "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.
- 1.4 "Common Space" – is any indoor or outdoor space on a school/program **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.
- 1.5 "Face Coverings" – cloth face coverings or masks as recommended by federal, state, and local public health guidance.
- 1.6 "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. Isopropyl alcohol hand sanitizers are more toxic and can be absorbed through the skin. Hand sanitizers containing methanol are toxic and shall not be used. (see CDC and FDA Advisories.)
- 1.7 "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, face shields with neck drapes, masks, barriers, gloves, goggles, gowns etc.
- 1.8 "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.
- 1.9 "Synchronous Instruction" – teaching is online or distance education that happens in real time. (one-on-one, small group, whole group)
- 1.10 "Asynchronous Instruction" teaching occurs without real time interaction.
- 1.11 "Close Contact" as defined by CDC and CDPH.

2.0 PERSONAL PROTECTIVE EQUIPMENT ("PPE")

- 2.1 The County Office shall provide appropriate PPE as determined by OSHA, CDC, and CDPH guidelines to all unit members and students, as requested, for every day that unit members or students are required to report in person.
- 2.2 In lieu of using County Office-provided PPE, unit members may use their own PPE so long as the PPE complies with all OSHA, CDC, and CDPH guidelines. Unit members shall provide only County Office supplied PPE, including hand sanitizer, to students.
- 2.3 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.
- 2.4 Unit members will monitor their level of PPE supplies to ensure there is an adequate amount on hand and to anticipate when supplies need to be replenished. Unit members should notify their supervisor immediately if any PPE supplies are low in stock and the County office will replenish the PPE. Unit members will adhere to orders and/or protocols regarding wearing appropriate PPE in schools or

workspaces. If a unit member cannot wear a face covering due to medical reasons, he/she will contact his/her supervisor and an alternative will be provided. Unit members without PPE will check with supervisor or host site who will provide the appropriate PPE. In the event, there is insufficient PPE available, Unit members will be sent home and will receive their full daily rate of pay. Any in-person classes taught by the unit member will resume when sufficient PPE is available.

Face Covering Requirements

- 2.5 Face coverings are required to be worn properly at all times by all individuals on a school/program campus indoors or outdoors. This applies to all staff, all students in grades TK-12, all administrators, and any visitors over two years of age. If face covering requirements are not being met, unit members will refer non-compliant individuals to the site administrator and notify their immediate supervisor.
- 2.6 Unit members with a high number of daily workplace contacts and personal health concerns may request KN95 or N95 masks. Supply of N95 masks is contingent upon market conditions.
- 2.7 Prior to the start of In-Person learning, the County shall develop procedures and protocols and share with staff a plan to deal with students and others who are not in compliance with the face-covering requirements. Failure to wear a face covering will result in appropriate corrective action.
- 2.8 Any unit member or student exempt from wearing a face-covering based on CDPH guidelines shall provide a note from their primary care physician. The County and unit member may discuss reasonable workplace alternatives to ensure the health and safety of others, including working remotely.
- 2.9 Parents/guardians of all students in a cohort shall be notified by admin if there is a student(s) in that cohort that is exempt from face-covering requirements.
- 2.10 Unit members who work with students who are unable to wear a face mask shall be informed and shall receive additional PPE (i.e. disposable gloves, face shields with drape, bibs, and N-95 masks (as available)) from the County.

Hand Washing Requirements

- 2.11 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19. All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering County Office sites and every time a classroom is entered.
 - 2.11.1 Every classroom will be stocked with soap and/or medically effective hand sanitizer.
 - 2.11.2 Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.
 - 2.11.3 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed.

3.0 IN-PERSON LEARNING

Staff will be given 1(one) week advance notice prior to opening. The transition to hybrid and/or in-person instruction may occur at different times for different sites/programs.

Adherence to Health Guidelines and Orders

- 3.1 The County Office shall adhere to the most recent COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), California Department of Industrial Relations Division of Occupational Safety and Health ("Cal-OSHA"), and Sutter County Department of Public Health.
- 3.2 Where there is a conflict between the various guidelines or orders, the County Office shall adhere to most restrictive public health orders or directives from the agencies listed in 3.1.

<https://www.cdph.ca.gov/programs/CID/DCDC/Pages/Guidance.aspx>

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

<https://www.cde.ca.gov/ls/he/hn/coronavirus.asp>

https://www.suttercounty.org/doc/government/depts/hs/ph/hs_public_health

Physical Distancing

Classroom/Instructional/Academic Learning Spaces

- 3.3 The County Office shall ensure minimum physical distancing of six (6) feet between all student workspaces, between all educator and student workspaces, and between all employee workspaces.
- 3.4 In rare situations in a classroom, or other spaces where service is typically being provided, where the minimum physical distancing requirement is insufficient to provide necessary academic instruction or assessments, the unit member will consult with their supervisor for alternative accommodations and the County Office will ensure an appropriate alternative work space.
- 3.5 Adequate time and materials for cleaning between students and/or cohorts shall be provided for unit members providing, assessment, and services.

Meetings and Gatherings

- 3.6 All meetings shall be held with a virtual option (including but not limited to, staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, County Office meetings, staff gatherings, parent meetings, and parent-teacher conferences). If attending in person, all attendees will follow the established safety protocols and guidelines.

Special Education Programs-SDC

- 3.7 The Parties affirm that student cohorts are intended and designed to provide stable groupings of students that are maintained throughout each school day, and through each quarter, trimester, semester, or session with an assigned cohort teacher, and systems are in place at the school site to prevent the mixing of cohorts.

- 3.8 Student cohort sizes shall be reduced, not to exceed CDC Guidelines.
- 3.9 School staff shall limit the number of in-person visits to classroom cohorts in order to maintain the stability of the cohorts and to minimize the spread of the illness. Staff not assigned as the primary cohort teacher or assistant(s)/aide(s) shall use virtual methods of interacting with the student cohort, where possible. Unit members shall only interact in-person with students from a maximum three (3) cohorts in the same workday in order to minimize their potential exposure to COVID-19.
- 3.10 Students should remain in their same workspace as much as practical.
- 3.11 If students need to move to other workspaces in a classroom the space should be properly cleaned before and after its use by unit members. Adequate time for cleaning shall be provided.
- 3.12 Each student's belongings shall be separated and stored in individually assigned lockers, labeled storage containers, cabinets, cubbies, backpacks or areas at the discretion of the teacher.
- 3.13 The County Office will provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected between uses.
- 3.14 Students will be assigned to one cohort. Procedures and protocols shall be developed to facilitate the entry and exit of students into school. These procedures and protocols will be communicated by admin to families. Students who are noncompliant with any safety protocols and procedures will be removed from campus and may lead to a return to full distance learning.

Other Health and Safety Issues

Daily Cleaning and Disinfecting

- 3.15 The County Office and host site, shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, including but not limited to desks, storage containers, cubbies, 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.
- 3.16 Daily cleaning and disinfecting as described in Section 3.15 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 with the exception of 3.5 and 3.11.

Air Ventilation and Filtration

- 3.17 Classroom spaces or workspaces without adequate ventilation shall be equipped with portable low noise HEPA air filter(s) with a large enough capacity and flow rate for the square footage of the room.

Symptom Screening and Contact Tracing

3.18 Prior to entering a school site, unit members will complete SCSOS and the host site's daily health screening. If a unit member responds "Yes" to any of the questions on the screening document, he/she will immediately contact his/her supervisor for further guidance to report to the site.

3.18.1 All staff will be trained on these protocols and procedures.

3.19 Students with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be sent home or sent to an isolation room on site pending travel home or to a medical facility. Staff are directed to follow the SCSOS COVID-19 response plan.

3.20 Upon notification that an employee or student has been infected with COVID-19, the County Office shall notify the Association President of the location(s) where the infected individual was present on the school campus during the suspected incubation/active infection period.

3.21 All bargaining unit members shall be provided the opportunity for free COVID-19 testing at no charge.

In-Person/DL Learning Unit Member Daily Start Time

3.22 Wednesday instruction will be largely asynchronous, but will include daily live interaction. Wednesdays are designed to provide teachers time for student intervention, family communications, professional development, collaboration minutes (per CBA), and teacher-directed preparation time. To the extent possible, unit members may perform professional duties from home on Wednesdays.

3.22.1 Weekly teacher preparation time shall be at least a minimum of five hours of uninterrupted teacher-directed prep time.

3.23 Teachers assigned to an assignment of "In-Person/DL" shall be permitted to teach the DL portion from home.

4.0 DISTANCE LEARNING/HYBRID MODEL

4.1 Distance learning may be offered for students whose parents request either a hybrid model combining in-person learning and distance learning or a total distance learning mode of instruction.

Distance learning is permitted five days per week for students who are medically fragile or would be put at risk by in-person learning instruction, or who are self-quarantining because of exposure to COVID-19 or whose parents/guardians choose this option for them.

Hybrid Model of Instruction

4.2 Following the language of SB 98 and collaboratively developed site plans, flexibility in delivering synchronous and asynchronous instruction will reflect the needs of students, programs, and stakeholders.

5.0 SUBSTITUTE COVERAGE

In-Person Learning

- 5.1 In the event a classroom-based cohort is without a teacher or a substitute teacher during in-person learning, the cohort may be instructed by an administrator or designee until such time as a certificated substitute teacher becomes available.
- 5.2 In no event shall two (2) or more classroom-based student cohorts be combined in order to provide instruction, nor shall a single cohort be divided and co-mingled into other cohort groups.

6.0 DAYS AND HOURS

- 6.1 During the notification period, classroom-based unit members are required to do a daily check-in for synchronous instruction and may use the rest of each day for classroom preparation. Asynchronous instruction will be provided to meet the student needs. No school site meetings or training will be held while unit members are preparing their classroom spaces for in-person and/or distance learning. In an event where an IEP meeting interferes with classroom preparation, the unit member may be compensated at their hourly rate.
- 6.2 Students will return to In-Person instruction on a staggered basis by grade-level/silo. The minimum notification period will be one (1) week preceding the return of students to that classroom.

In-Person Learning Unit Member Daily Start Time

- 6.3 Unit members shall report to work according to the bargaining unit member start time 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 hours as provided for in the CBA.
- 6.4 School site protocols will be developed to minimize interaction of bargaining unit members, staff, students, and parents prior to the daily opening of the classroom space for in-person learning.
- 6.5 Unit members may need to have flexible workday hours to meet the needs of student's families and clients of the County Office. Changes in hours must be approved in advance by their administrator.

7.0 LEAVES

COVID-Related Leave: In the event a CTA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus or wishes to self-quarantine for reasonable cause (i.e. family members who are uniquely vulnerable), the employee may use available leaves without fear of reprisal.

HR 6201: The parties recognize that the Federal "Families First Coronavirus Response Act," also known as HR 6201, provides most employees with two weeks of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave. Specifically, HR 6201 provides as follows, effective 4/2/20 through 12/31/20, unless extended by law:

1. 80 hours of paid sick leave for full-time employees (pro rata for part-time) at the employee's regular rate of pay (up to \$511 per day and \$5,110 in total) if:
 - i. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;

- ii. The employee has been advised by a health care provider to self- quarantine because of COVID-19; or
 - iii. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
2. 80 hours of paid leave for full-time employees (pro rata for part-time) at two-thirds the regular rate of pay (or state minimum wage, whichever is greater) up to \$200 per day and \$2,000 total if:
- i. The employee is caring for an individual subject to an order or advised to self-isolate;
 - ii. The employee is caring for their own child whose school or place of care is closed, or childcare provider is unavailable, due to COVID-19 precautions; or
 - iii. The employee is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

The parties recognize that such leave as provided by HR 6201 shall be available to all County Office employees in the appropriate circumstances.

The parties further recognize that HR 6201 extends FMLA leave in various ways, including making it available to any employee who has been employed for at least 30 days, making it available to employees unable to work due to the need to care for an employee's minor child if the child's school or place of care has been closed due to a public health emergency, and making it a paid leave at 2/3 pay after the first 10 days.

The parties acknowledge that these changes apply to County Office employees and that they may use any previously accrued sick leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.

Employees may use existing forms of leave to address a childcare provider or school emergency affecting their children

- 7.1 Should a unit member be quarantined, if able, the unit member will be permitted to work remotely.
- 7.2 Should a unit member: 1) be quarantined as a direct result of his/her teaching duties; and 2) be unable to work remotely, the following shall apply
 - a) The unit member will be tested for COVID-19;
 - b) The unit member will file a workers' compensation claim;
 - c) The County Office will not deduct sick leave unless the workers' compensation claim is denied.

8.0 TRANSFERS AND REASSIGNMENTS

- 8.1 Transfer and reassignment timelines shall be waived to meet the shifting needs of the County Office's unique student populations and worksites. The Association will be consulted prior to implementation of any transfer/reassignment.
- 8.2 Unit members in a COVID-19 high risk category as defined by CDC and/or CDPH may request consideration for transfer and reassignment. This prioritization may be based on the interactive process.
- 8.3 Unit members' requests for transfer and reassignment will be determined based on experience, program and student needs, and seniority.

8.4 Reassigned teachers related to COVID-19 have the right of return, based on seniority, to their prior site in the 2021/2022 school year.

8.5 In the event a unit member cannot meet the requirements of in-person instruction, the unit member may request an interactive meeting. Unit members shall submit their request for an interactive meeting as deemed necessary.

9.0 PAY AND BENEFITS

9.1 While working under an in-person learning model, a hybrid model, or a total distance learning 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.

10.0 SPECIALISTS/DIS PROVIDERS

10.1 Unit members that provide instruction to multiple student cohorts in one school day may request in writing to be provided N95 masks due to their increased interactions with students and must engage in the interactive process to determine if this is an appropriate accommodation. N95 masks are subject to availability.

10.2 Specialists and DIS providers shall not interact in-person with more than three (3) student cohorts. SELPA and special education based programs will limit unit member exposure to multiple cohorts to the extent practicable.

10.3 Staff not assigned as the primary cohort teacher or assistant(s)/aide(s) shall use virtual methods of interacting with the student cohort, where possible. Unit members shall only interact in-person with students from a maximum three (3) cohorts in the same workday in order to minimize their potential exposure to COVID-19.

11.0 COVID-19 EXPOSURE AND CLASSROOM/SCHOOL SITE CLOSURE

11.1 Staff, administrators, and students who are sick are expected to remain home and shall not be permitted on a County Office site while sick.

11.2 If a staff member, administrator, or student tests positive for COVID-19, the classroom will immediately be notified and placed on a fourteen (14) day quarantine. During this period of quarantine, students will receive distance learning. The County Office or site administrator will ensure that the students will have a certificated teacher providing distance learning instruction. The bargaining unit member, if medically able to do so, shall continue to provide instruction during distance learning.

11.3 All closed classroom spaces, worksites, rooms, school sites, or other County Office facilities shall be thoroughly cleaned and decontaminated prior to being re-opened for in-person learning.

11.4 The County Office shall communicate any and all decisions about closures and re-opening to all bargaining unit members at a school site or County Office wide as appropriate. Such communication shall be by email or by telephone.

12.0 TRAINING

- 12.1 Consistent with federal, state, and local public health officer guidelines, all staff shall be trained in the following areas, including but not limited to:
 - 12.1.1 Reinforcing the importance of health and safety practices and protocols;
 - 12.1.2 Cleaning and disinfecting protocols, cleaning supplies and equipment;
 - 12.1.3 Physical distancing requirements, personal protective equipment, and classroom space protocols;
 - 12.1.4 Health screening protocols and procedures;
 - 12.1.5 Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;
 - 12.1.6 Protocols on responding to a student or staff member who has been diagnosed with COVID-19; and

12.2 The County Office 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, distance learning or a hybrid model.

13.0 ACCOMMODATION

13.1 The Parties acknowledge that the interactive accommodation process may be required to make work safe for employees whose medical doctor designates them as "high risk," "vulnerable," or equivalent terminology as related to exposure to COVID-19.

13.2 When possible the County Office agrees to consider options to support employees who are at higher risk for severe illness.

13.3 The County Office agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

14.0 ACCESS LIMITATIONS AND ASSOCIATION RIGHTS

14.1 The County Office shall develop and implement a plan to minimize access to school sites, and limit non-essential visitors. Association President, CTA or NEA staff will be allowed access to school sites.

15.0 GRIEVANCE AND EXPEDITED ARBITRATION

15.1 All provisions of this MOU are subject to the negotiated grievance procedure in the CBA. Both parties will make every effort to expedite and resolve concerns at the informal level.

16.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

16.1 All "School Site-Specific Protection Plans" shall be provided to the Association president or designee.

16.2 Due to the evolving nature of the pandemic, the County Office and the Association reserve the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic, as needed.

17.0 DURATION

- 17.1 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the County Office community as events continue to unfold during the pandemic.
- 17.2 This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties.

FOR THE ASSOCIATION:

Symonette M. Kester

11/02/2020
Date

FOR THE COUNTY OFFICE:

[Signature]

11-2-2020
Date