

MEMORANDUM OF UNDERSTANDING

BETWEEN

Sutter County Superintendent of Schools

AND

**Sutter County Superintendent of Schools Staff
Association**

REGARDING THE COVID-19 PANDEMIC AND INDEPENDENT STUDY INSTRUCTION FOR GENERAL EDUCATION CLASSES, AND BLENDED LEARNING FOR SPECIAL DAY CLASSES, AND SPECIALISTS/RELATED SERVICES PROVIDERS.

February 10, 2022

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 Independent Study instruction for General Education classrooms and blended learning for special day classrooms.

The Parties recognize there is a need to move to blended learning/independent study due to intermittent closures of 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, classroom, or site(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19.

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 "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.
- 1.3 "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.
- 1.4 "Face Coverings" face coverings or masks as recommended by federal, state, and local public health guidance.
- 1.5 "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.)
- 1.6 "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.
- 1.7 "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.
- 1.8 "Synchronous Instruction" – teaching is online or virtual education that happens in real time. (one-on-one, small group, and/or whole group)
- 1.9 "Asynchronous Instruction" teaching occurs without real time interaction.
- 1.10 "Close Contact" as defined by CDC and CDPH.
- 1.11 "Modified Quarantine" – When both parties were wearing a mask in any school setting in which students are supervised by school staff (including indoor or outdoor school settings and school buses, including on buses operated by public and private school systems), students close contacts (more than 15 minutes over a 24-hour period within 0-6 feet) may undergo a modified quarantine as follows. They may continue to attend school for in-person instruction if they:
 - i. Are asymptomatic;

- ii. Continue to appropriately mask, as required;
 - iii. Undergo at least twice weekly testing during quarantine; and
 - iv. Continue to quarantine for all extracurricular activities at school, including sports, and activities within the community setting;
- 1.12 “Blended Learning” may include virtual learning (synchronous and/or asynchronous instruction), home/school contact and/or work packets, as appropriate.

2.0 GENERAL SAFETY

- 2.1 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.
- 2.2 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 2.1.

<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://schools.covid19.ca.gov/>

<https://www.suttercounty.org/community/coronavirus-updates>

Classroom/Instructional/Academic Learning Spaces

- 2.3 The County Office shall ensure minimum physical distancing of three (3) feet between all student workspaces, and six (6) feet between all educator and student workspaces, and between all employee workspaces when other safety mitigation strategies are not being used. When layered safety mitigation strategies are used (e.g., masking), a minimum physical distance of three (3) feet shall be maintained between people.
- 2.4 Students should remain in their same workspace as much as practical.
- 2.5 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.
- 2.6 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.

- 2.7 Procedures and protocols shall be developed to facilitate the entry and exit of students into school. These procedures and protocols will be communicated by Administration to families.

Daily Cleaning and Disinfecting

- 2.8 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.
- 2.9 Daily cleaning and disinfecting as described in Section 2.8 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.

Air Ventilation and Filtration

- 2.10 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.

Meetings and Gatherings

- 2.11 All meetings shall be held with a virtual option (including but not limited to, staff meetings, 504s, IEPs, IFSPs, 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 COVID safety protocols and guidelines.

Personal Protective Equipment ("PPE")

- 2.12 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.
- 2.13 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.
- 2.14 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.

- 2.15 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

- 2.16 Face coverings are required to be worn properly at all times by all individuals on a school/program campus indoors or outdoors; subject to recognized exemptions under the CDPH. 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, with the exception of mask exemptions per CDPH guidelines, unit members will refer non-compliant individuals to the site administrator and notify their immediate supervisor.
- 2.17 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.
- 2.18 Upon return to in-person instruction from independent study learning, the County shall distribute the procedures and protocols 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.
- 2.19 Any unit member or student exempt from wearing a face-covering based on CDPH guidelines due to a medical or mental health exemption 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.
- 2.20 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

- 2.21 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.

- 2.21.1 Every classroom will be stocked with soap and/or medically effective hand sanitizer.
- 2.21.2 Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.
- 2.21.3 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed.

Symptom Screening and Contact Tracing

- 2.22 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.
 - 2.22.1 All staff will be trained on these protocols and procedures.
- 2.23 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. Under certain circumstances a Modified Quarantine, as defined in Section 1.12, will apply.
- 2.24 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.
- 2.25 All bargaining unit members shall be provided the opportunity for free COVID-19 testing at no charge.

Training

- 2.26 Consistent with federal, state, and local public health officer guidelines, all staff shall be trained in the following areas, including but not limited to:
 - 2.26.1 Reinforcing the importance of health and safety practices and protocols;
 - 2.26.2 Cleaning and disinfecting protocols, cleaning supplies and equipment;
 - 2.26.3 Physical distancing requirements, personal protective equipment, and classroom space protocols;
 - 2.26.4 Health screening protocols and procedures;
 - 2.26.5 Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;

- 2.26.6 Protocols on responding to a student or staff member who has been diagnosed with COVID-19;
- 2.27 The County Office shall provide appropriate software and training for bargaining unit members required to engage with students in a virtual setting as part of an independent study/blended learning model.

3.0 IN-PERSON LEARNING

Unit Member Daily Start Time

- 3.1 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.
- 3.2 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.

Substitutes

- 3.3 In the event a classroom is without a teacher or a substitute teacher during independent study learning, the class may be instructed by an administrator or designee until such time as a certificated substitute teacher becomes available.

COVID-19 Exposure and Classroom/School Site Closure

- 3.4 Staff, administrators, and students who are sick are expected to remain home and shall not be permitted on a County Office site while sick.
- 3.5 If a staff member, administrator, or student tests positive for COVID-19, the County will conduct a close contact investigation to determine if a classroom must close (quarantine) for a period of time (as determined by the CDPH guidance) or be placed on a modified quarantine. Classroom staff will be notified as soon as practicable and placed on a ten (10) day quarantine, or the quarantine time determined in the CDPH K-12 guidance. During this period of quarantine where the classroom is closed, students may receive instruction through an independent study/blended learning model. The bargaining unit member, if medically able to do so, shall continue to provide instruction during independent study/blended learning.
- 3.6 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.
- 3.7 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.

4.0 INDEPENDENT STUDY INSTRUCTION/BLENDED LEARNING

4.1 The Independent Study offered during times of quarantine shall meet the requirements of California Education Code section 51747.

4.1.1 General Education - In accordance with SCSOS COVID Response Plan, and following CDPH guidelines, students may be required to move from in-person learning to independent study and back as appropriate.

If a student is quarantined for less than 5 school days in a school year, the short-term Independent Study provisions (EC section 51747(i)) shall apply. Under a short-term independent study model, unit members will provide instruction that may include virtual learning (synchronous and asynchronous), home/school contact and/or work packets, as appropriate for the students and to the greatest extent feasible. Administrators will provide resources necessary to provide short-term independent study.

Should a student remain on independent study for 15 days or longer in a school year, then the more comprehensive rules for independent study will take effect. Under a long-term independent study model, unit members will provide instruction that will include virtual learning (synchronous and asynchronous), home/school contact and/or work packets, as required by EC section 51747 and as noted below.

The independent study program will follow CDE guidelines that include the following:

- TK-3 grade students must receive daily live instruction.
- Students grade 4-8 must be provided an opportunity for daily interaction and weekly live instruction.
- Students grade 9-12 must have an opportunity for weekly synchronous instruction.
- All grade levels should be provided with asynchronous materials assigned by the classroom teachers.
- Daily interaction may be fulfilled by either certificated, classified or administrative staff. Live instruction must be provided by certificated staff.

4.1.2 Special Education - Unless a student with an Individualized Education Program (IEP) has an offer of FAPE in the IEP that provides for independent study, the student quarantined for up to 10 school days in a school year shall receive a blended learning teaching model. Unit members will provide instruction that may include virtual learning (synchronous and asynchronous), home/school contact and/or work packets, as appropriate for the students and to the greatest extent feasible. Administrators will provide unit members with resources necessary to provide blended learning. Should a student with an IEP be quarantined for more than 10 days in a school year. The Emergency

Circumstances portion of the student's IEP shall be the offer of a Free Appropriate Public Education (FAPE) for that student. If a parent of a quarantined student requests a change of placement to Independent Study, the IEP Team shall hold a meeting to make the determination of FAPE. California Education Code section 51745(c) states that a student with an Individualized Education Program may not participate in Independent Study unless it specifically states that in his or her individualized education program. If the IEP team determines that independent study is the offer of FAPE, the student shall receive independent study as set forth in paragraph 4.1.1, above.

5.0 SPECIALISTS RELATED SERVICES PROVIDERS

- 5.1 Unit members that provide instruction to multiple sites or in-home instruction 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.
- 5.2 Due to differing practices at school district sites throughout the county, unit members and Administration will meet and agree on an individual case basis regarding how to offer services to multiple sites during times of high COVID transmission in the county.
- 5.3 For unit members providing in-home instruction, where the client cannot ensure a safe working environment in accordance with COVID safety protocols, those services shall be provided remotely in consultation with the unit members supervisor.

6.0 LEAVES

COVID-Related Leave: In the event a CTA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus or has been directed to self-quarantine for reasonable cause, the employee may use available leaves without fear of reprisal.

The parties recognize that such leave shall be available to all County Office employees in the appropriate circumstances.

SB 114 provides up to 40 hours of supplemental paid sick leave for an employee who is considered full-time or who worked, or was scheduled to work, an average of at least 40 hours per week in the two weeks before the leave is taken is entitled to 40 hours of COVID-19 supplemental paid sick leave. Employees who average less than 40 hours per week are entitled to a prorated amount of leave according to the number of hours the employee works. This leave is limited to employees who are unable to work due to one of the following reasons between October 1, 2021, and September 30, 2022. COVID-19 supplemental paid sick leave applies retroactively to October 1, 2021. This retroactive payment shall be paid on or before the payday for the next full pay period after the oral or written request of the covered employee. The retroactive payment shall be reflected on the written notice that is required for the corresponding pay period.

Paid sick leave for this purpose for full-time employees (pro rata for part-time) will be compensated at the employee's regular rate of pay (up to \$511 per day and \$5,110 in total).

SB114 Leave A:

- The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19
- The employee is advised by a health care provider to quarantine or isolate due to COVID-19
- The employee is attending an appointment for themselves or a family member to receive a COVID-19 vaccine
- The employee is experiencing symptoms, or caring for a family member experiencing symptoms, related to a COVID-19 vaccine that prevents the employee from being able to work
- The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis
- The employee is caring for a family member who is subject to a COVID-19 quarantine or isolation order, or has been advised by a health care provider to quarantine or isolate
- The employee is caring for a child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises

The covered employee may request retroactive use of COVID-19 supplemental paid sick leave.

SB114 Leave B:

Employees are entitled up to an additional 40 hours of supplemental paid sick leave, prorated to the number of hours the employee works, only if the employee tests positive for COVID-19. This additional leave also is provided for employees who must care for a family member that tests positive for COVID-19. The total maximum amount of COVID-19 supplemental paid sick leave mandated by SB114 shall not exceed 80 hours, and this leave shall be in addition to any paid sick leave that may be available to employees. The employee does not need to exhaust SB114 Leave A bank before using Leave B bank. This leave is available from October 1, 2021 to September 30, 2022.

When a covered employee requests to use additional sick leave pursuant to Leave B above due to their own positive test or because a family member for whom they are providing care tests positive for COVID-19, the employee shall provide documentation of their positive results or of that family member's test results before paying the additional leave. For request of retroactive use of COVID-19 supplemental paid sick leave covered members shall certify their positive test or a positive test of their family member.

The County Office shall not require a covered employee to use any other paid or unpaid leave, paid time off, or vacation time provided by the County Office to the covered employee before the covered employee uses COVID-19 supplemental paid sick leave or in lieu of COVID-19 supplemental paid sick leave.

The County Office shall not require a covered employee to first exhaust their COVID-19 supplemental paid sick leave under this section before satisfying any requirement to provide paid leave for reasons related to COVID-19 under any Cal-OSHA COVID-19 Emergency Temporary Standards.

COVID-19 supplemental paid sick leave shall be set forth separately from paid sick days. All leave balances are available for all staff in Frontline in real time.

All other requirements of SB114 shall apply to use of COVID-19 supplemental paid sick leave and COVID-19 additional paid sick leave.

Employees may use existing forms of leave above and beyond the above mentioned COVID-19 leave, such as normal sick leave balances, to address a childcare provider or school emergency affecting their children.

- 6.1 Should a unit member or their dependent be quarantined, if able, the unit member will be permitted to work remotely, provided the nature of their duties may be accomplished or performed remotely. When an employee cannot do their regular job duties remotely, the employee may use existing employer provided employee sick leave for this purpose in accordance with Cal-OSHA Emergency Temporary Standards section 3205 (c)(9)(D).

6.1.1 Unit members required to quarantine in accordance with COVID safety protocols, while their classroom remains under in-person instruction, may continue to work and provide instruction remotely, whether a substitute is assigned to the class or not.

7.0 TRANSFERS AND REASSIGNMENTS

- 7.1 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.
- 7.2 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.
- 7.3 Unit members' requests for transfer and reassignment will be determined based on experience, program and student needs, and seniority.
- 7.4 Reassigned teachers related to COVID-19 have the right of return, based on seniority, to their prior site in the 2021/2022 school year.
- 7.5 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.

8.0 PAY AND BENEFITS

- 8.1 While working under an in-person learning model, or an independent study/blended 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.

9.0 ACCOMMODATION

- 9.1 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.
- 9.2 When possible the County Office agrees to consider options to support employees who are at higher risk for severe illness.
- 9.3 The County Office agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

10.0 ACCESS LIMITATIONS AND ASSOCIATION RIGHTS

- 10.1 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.

11.0 GRIEVANCE AND EXPEDITED ARBITRATION

- 11.1 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.

12.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

- 12.1 All "School Site-Specific Protection Plans" shall be provided to the Association president or designee.
- 12.2 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.

13.0 DURATION

- 13.1 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.
- 13.2 This MOU is in effect as of October 1, 2021 and shall expire in full without precedent on June 30, 2022 unless extended by mutual written agreement of the Parties.

FOR THE ASSOCIATION:

Lynnette M. Kuster

5/27/2022

Date

FOR THE COUNTY OFFICE:

[Signature]

5-27-2022

Date