MEMORANDUM OF UNDERSTANDING
BETWEEN
SHASTA UNION HIGH SCHOOL DISTRICT AND
SHASTA SECONDARY EDUCATION ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND BLENDED/DISTANCE LEARNING RETURN DURING THE 2021-22 SCHOOL YEAR. (Amended 2/28/22)

The Shasta Union High School District ("District") and the Shasta Secondary Education 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 2021-22 school year.

The purpose of this MOU is for the parties to address negotiable impacts related to the opening of schools in order to maintain continuity and stability in the delivery of programs and services to students and the working conditions of those who provide those programs and services.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates 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 recognize that schools are critical to daily life and that collaboration between local public health, education officials, and educators is the best means to determine and balance competing concerns surrounding school reopening decisions.

The Parties agree to the following:

1. DEFINITIONS-

1.01 "Classroom" – is any academic, learning, assessment, or instructional space used by students, certificated, classified, parents, administrators, or other adults on a school campus. 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.

1.02 "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, physical education equipment, pens, pencils, etc.

1.03 "Common Space" – is any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but is not limited to, school offices, quads or outdoor gathering spaces, hallways, bathrooms, etc..

1.04 "Face Coverings" – cloth face coverings or masks as recommended by federal, state, and local public health guidance. All face coverings must follow site dress codes.

1.05 "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, masks, face shields, neck guards, barriers, gloves, goggles, etc.

1.06 "Clean/Disinfect" - Cleaning removes germs, dirt and impurities from surfaces. Disinfecting kills germs on surfaces.

1.07 Independent Study: Independent study is provided as an alternative instructional strategy, not an alternative curriculum. Independent study students work independently, according to a written agreement and under the general supervision of a credentialed teacher or teachers. While independent study students follow the district-adopted curriculum and meet the district graduation requirements, independent study offers flexibility to meet individual student needs, interests, and styles of learning.

1.08 "Temporary Alternate Assignment" or "Temporary Alternate Teaching Assignment"- depending on potential in-person return, independent study, remote learning, home hospital or other virtual teaching assignment for the 2021-22.

2. PERSONAL PROTECTIVE EQUIPMENT ("PPE")

2.01 The District shall provide job appropriate PPE to all unit members as necessary.

2.02 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.

Face Covering Requirements

2.03 The District will comply with guidance issued by CDPH with respect to face coverings and will adjust the following language and practice should that guidance change. Face coverings are required to be worn properly at all times by unit members on a school campus or work site when indoors with students. This applies to all staff, administrators, students and any visitors on campus over two years of age. Unvaccinated unit members are to wear a face covering indoors while on a school campus or work site, unless they are alone in a classroom or office, or while eating or drinking. Vaccinated staff members are not required to wear a face covering on a school campus or work site when students are not present.

2.04 For unit members who cannot wear a mask, the member may utilize another CDC recommended alternative, such as a face shield with a drape.

2.05 Unit members with a high number of daily workplace contacts and/or existing medical conditions may request additional PPE in writing from the HR department.

Hand Washing Requirements

2.06 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.

2.07 Hand sanitizer will be available in each classroom, non-classroom workspaces and common areas. The District shall comply with the following hand washing requirements:

2.07.1 Every room with a sink shall be stocked with soap, hand sanitizer, and hand drying equipment including but not limited to stacks of paper towels.

2.07.2 Hand sanitizer shall be provided at all work stations and classrooms on a school campus.

2.07.3 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked daily and restocked as needed.

3. MEETINGS/GATHERINGS/STIPENDS

3.01 In-person meetings shall be reduced during the pandemic whenever possible. If meeting in person, Public Health guidelines and local orders must be adhered to and members may request additional PPE.

3.02 Large in-person gatherings (i.e. school assemblies) are discouraged at this time unless modified to meet Public Health guidelines and local orders (i.e., held outside)

3.02.1 In person Back-To-School Night, Open House, and other ceremonies may be held virtually for the 2021-22 school year or modified to meet Public Health guidelines and local orders

3.03 School staff shall limit the number of in-person visits to another employee's classroom. Staff not assigned as the primary teacher can use virtual methods of interacting with the class, where possible (i.e., administrator "pop-ins", instructional aides etc.)

3.04 A unit member may conduct individual or group meetings with students, parents, or staff, in accordance with the Public Health guidelines and with prior approval from a site administrator to ensure student and employee safety.

Other Health and Safety Issues

Daily Cleaning and Disinfecting

3.05 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are disinfected frequently and regularly, 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.

3.06 Daily cleaning and disinfecting shall be done by trained custodial personnel. Certificated unit members who wish to further disinfect their classrooms will be provided District approved disinfecting products if they have completed necessary training. (DPR 104 available on line)

3.07 Upon request of the Association, the District shall provide copies of all Safety Data Sheets ("SDSs") required to be maintained by Cal-OSHA.

Air Ventilation and Filtration

3.08 The Parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.

3.09 The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air. HVAC air filters shall be changed at the recommended intervals.

Health Screening, Testing, Notification, and Contact Tracing

3.10 Each school site shall have a school nurse assigned who will oversee the safety and health of all students, staff, and visitors on the campus each day. The School Nurse shall:

- 3.10.1 Consult with the administration regarding the health screening, and notification of individuals on the school campus;
- 3.10.2 Coordinate with the District and interface with the Shasta County Public Health Department;
- 3.10.3 Oversee the care for any individuals on site that manifest symptoms associated with COVID-19;
- 3.10.4 Implement quarantine protocols if necessary
- 3.10.5 Will recommend/inform the training of all students, staff, parents, and visitors on effective hygiene practices including but not limited to hand washing, physical distancing, and PPE usage.

3.11 Staff and students with any symptoms consistent with COVID-19 can be tested on site or sent home pending a determination if they are COVID positive.

3.12 Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing procedures in conjunction with the Shasta County Public Health Department. All persons who may have come in close contact with the infected individual shall be notified to the degree possible. As part of contact tracing, classroom teachers will be contacted to determine if they have met the close contact criteria while maintaining student confidentiality. The District will maintain regular communication with the Association regarding current infection data in the District. Any available District data on COVID positives, quarantined and/or isolated staff and students will be accessible via the staff section of the District website.

4. LEAVES/CHILD CARE/PERIOD SUBSTITUTING

Leave Provisions

As per AB84, the District will adhere to the following leaving provisions retroactive to January 1, 2022 through September 30, 2022.

A full-time employee may take up to 5 days of leave if the employee is unable to work for any of the following reasons:

- Vaccine related symptoms
- Caring for themselves due to quarantine or isolation
- Caring for a family member due to quarantine or isolation

In addition, a full-time employee may take up to an additional 5 days of leave if the employee is unable to work for any of the following reasons:

- Employee presents the District Human Resources Department a positive COVD test.
- Employee is caring for a verified family member who has tested positive for COVID.

The leave amounts will be prorated for part time employees.

Specific details regarding AB84 will be posted on the District website and available through the Human Resources Department.

Industrial Accident Leave/Workers Compensation

4.01 All provisions of the collective bargaining agreement pertaining to Industrial Accident Leave and/or Worker's Compensation remain in effect.

Child Care

4.02 District will make every effort to offer subsidized child care for staff with school aged children who need assistance due to school closure(s) related to the COVID-19 pandemic. Costs, location and availability to be determined based on the needs of District staff.

Period Substituting

4.03 Current collective bargaining agreement allows unit members to earn compensation or a release day for period substituting. Unit members may earn a release day after substituting for five periods of instruction. During the 2020-21 school year and through the signing of this MOU, unit members earned a release day after substituting for four periods of instruction. As of the signing of this MOU, unit members will earn a release day after substituting for three periods of instruction equivalent to $50.00 per period. Members who earned release time during the 2020-21 school year through period substituting will be compensated for any unused time in December of 2021, unless they request an extension of said time through June of 2022. Requests for an extension will be due by the close of business on November 30th, 2021. Effective January 10th, 2022 unit members will earn a release day after substituting for four periods of instruction, equivalent to $37.50 per period. Unit members may request compensation for period substituting on a month to month basis.

5. TRANSFERS AND ASSIGNMENTS

5.01 The district and association hold the shared belief that student and staff safety is a priority. Further, the parties recognize that some families may choose to enroll their students in an alternative educational setting this particular year if/when school sites physically reopen in any way.

The district will work directly with staff who request reasonable accommodations based on their unique needs. Every effort will be made to meet the needs of staff to ensure their successful completion of their duties. This may include transfer and/or reassignment to meet the needs of the district and individual. The district reserves the right to make necessary transfers in the district's best interest while meeting the needs of staff in lieu of the traditional method of posting positions in the current collective bargaining agreement. Any transfers related to or as the result of this article will be considered temporary and the unit member will not earn any rights or privileges to the position. Further, every effort will be made to return the unit member to their previous work site and/or position should conditions change and the transfer no longer be warranted.

6. EVALUATION

6.01 The district intends to comply with the current collective bargaining agreement(s) regarding evaluations at this time.

7. DURATION

7.01 Due to the evolving nature of the pandemic, the Parties reserve the right to negotiate safety and/or any impacts and effects related to environmental changes that might affect the health and safety issues set forth in this MOU for the COVID-19 pandemic as needed within the scope of bargaining.

7.02 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.

7.03 This MOU shall expire in full without precedent on June 10th, 2022 unless extended by mutual written agreement of the Parties.

FOR THE ASSOCIATION:

Layne McLean, SSEA President

Rhonda Minch, ESP President

FOR THE DISTRICT:

Jim Cloney, Superintendent

March 3, 2022
Date