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
2020-2021 SCHOOL YEAR.
AUGUST 11, 2020

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 2020-2021 school year.

The purpose of this MOU is for the parties to address negotiable impacts related to the reopening 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 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 commit to comply with Senate Bill 98 (2020). Certificated staff and administration shall work together to
implement an education program consisting of:

- Daily Live Interaction
- Taking Student Attendance
- Serving Students in Need
- Preventing Disengagement
- Checking Families’ Connectivity
- Weekly Engagement Records

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  "Distance learning" means instruction in which the student and instructor are in different locations and
students are under the general supervision of a certificated employee of the local educational agency.
Distance learning may include, but is not limited to, all of the following:

(1)  Interaction, instruction, and check-ins between teachers and students through the use of a computer
or communications technology.
(2) Video or audio instruction in which the primary mode of communication between the pupil and certificated employee is online interaction, instructional television, video, or other instruction that relies on computer or communications technology.

(3) The use of print materials incorporating assignments that are the subject of written or oral feedback.

1.05 “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.

1.06 “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.

1.07 “Clean/Disinfect” - Cleaning removes germs, dirt and impurities from surfaces. Disinfecting kills germs on surfaces.

1.08 Independent Study: Independent study (California Education Code [EC] sections 51745–51749.3) 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.

1.09 Remote Learning: Instruction in an online environment for students who are unable to attend school due to COVID-19 concerns (in a blended model) as per SB 98 requirement of needing options for families. Also considered “Voluntary Distance Learning”.

1.10 “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 2020-2021.

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 Face coverings are required to be worn properly at all times by unit members on a school campus when in common areas and/or within 6 feet of another person, or as may be modified by state or local order. This applies to all staff, administrators, students and any visitors on campus over two years of age.

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 eliminated 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 or may elect to participate virtually.

3.02 Large in-person gatherings (i.e. school assemblies) are prohibited at this time.

3.02.1 In person Back-To-School Night, Open House, and other ceremonies shall be held virtually for the 2020-2021 school year unless mutually agreed upon by the Parties.

3.03 School staff shall limit the number of in-person visits to another employee’s classroom. Staff not assigned as the primary teacher shall 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.

3.05 Unit members who are offered or selected for a stipend and are able to complete the normal expectations associated with that stipend listed in the current collective bargaining agreement will be paid that stipend. All coaching stipends will be delayed to the spring semester 2021 at a minimum. Major and/or Minor stipends will be considered on a case by case basis after a consultation between the unit member and the administration. The authority to offer a Major or Minor stipend rests with the administration.

Other Health and Safety Issues

Daily Cleaning and Disinfecting

3.06 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.

3.07 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)

3.08 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

3.09 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.

3.10 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

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

3.11.1 Consult with the administration regarding the health screening, and notification of individuals on the school campus;
3.11.2 Coordinate with the District and interface with the Shasta County Public Health Department;
3.11.3 Oversee the care for any individuals on site that manifest symptoms associated with COVID-19;
3.11.4 Implement quarantine protocols if necessary
3.11.5 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.

3.12 Staff and students with any symptoms consistent with COVID-19 shall be sent home or sent to an
    isolation room on site pending travel home or to a medical facility.

3.13 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. The District shall notify the Association President of the infection.

4. DISTANCE LEARNING/BLENDED LEARNING

4.01 If schools do not fully reopen with a traditional five days per week of instruction, all students will
    receive synchronous and/or asynchronous instruction and content five days per week through a blended
    model or distance learning. A blended model will involve some students participating in face to face
    instructions while others are in distance learning. The blended model will follow at “A/B” schedule.
    A group students will attend school for face to face instruction on Monday and Thursday, B group
    students will attend school for face to face instruction on Tuesday and Friday. All students (A and B
    groups) will participate in distance learning following the distance learning instructional schedule
    detailed below on Wednesday of each week.

Per Education Code 43501, as amended by SB98, the minimum daily instructional minutes for the
2020-21 school year:

    Comprehensive High School (240 daily minutes)
    Continuation High School (180 daily minutes)

4.02 Unit members will be responsible for taking daily attendance and completing a weekly engagement
    record. The District will develop written tiered re-engagement strategies for students who are absent
    from distance learning more than three school days or 60% percent of the instructional days in a school
    week.

4.03 Bargaining unit members are expected to work and be available during their normal contractual work
    hours and workdays. To provide students and parents with consistency and to avoid conflicts, office
    hours and daily live interaction with certificated employees and peers for the purposes of instruction,
    progress monitoring and maintaining school connectedness shall be scheduled during the same times
    each day and communicated to parents/guardians. Bargaining unit members shall have a designated
    times (office hours) to provide student support, feedback, and clarification and may be conducted via
    phone, email, and/or other virtual platforms.

4.03.1 When providing distance learning, all sites will adhere to an instructional schedule. The distance
    learning instructional schedule will be:

    Period 0    8:10 – 8:50am
    Period 1    9:00 – 9:40am
    Period 2    9:50 – 10:30am
    Period 3    10:40 – 11:20am
    Period 4    11:30 – 12:10pm
    Lunch Break 12:10 – 12:40pm
    Period 5    12:50 – 1:30pm
Period 6  1:40 – 2:20pm
Period 7  2:30 – 3:10pm

The typical work day for certificated staff will be 8am to 3:30pm. The 7.5 hour work day can be adjusted based on the assigned periods of instruction.

If the District is implementing a blended model, the school sites will follow the adopted Professional Day bell schedule(s) on days students are present for face to face instruction to allow time for certificated staff to meet the needs of students participating in distance learning on those days. When implementing the distance learning instructional schedule, certificated staff are expected to work from their assigned work site. Staff with unique conditions may work from an alternate location based on administrative approval assuming they can effectively follow the distance learning instructional schedule.

Members will select appropriate instructional strategies during identified periods. The district adopted curriculum is expected to be used. Academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet the daily student instructional day. Daily lesson plans and instructional methodologies used shall be at the discretion of the classroom teacher.

5. LEAVES/CHILD CARE/PERIOD SUBSTITUTING

Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)

5.01 For unit member self-care:

Unit members shall be eligible for leaves pursuant to the Families First Coronavirus Response Act or FFCRA. The District agrees to provide leave for qualifying members through the FFCRA for the maximum of 10 days until December 31st, 2020.

5.02 For unit members to care for others:

Unit members shall be eligible for leaves pursuant to the Families First Coronavirus Response Act or FFCRA. The District agrees to pay the differential for qualifying members through the FFCRA for the maximum of 10 days until December 31st, 2020.

The parties agree to continue discussions regarding leaves related to COVID-19 at the request of either party.

Industrial Accident Leave/Workers Compensation

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

Child Care

The 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 needs of District staff.
Period Substituting

Current collective bargaining agreement allows unit members to earn compensation or a release day for period substituting. Unit member may earn a release day after substituting for five periods of instruction. For the life of this MOU, unit members will earn a release day after substituting for four periods of instruction.

6. TRANSFERS AND ASSIGNMENTS

6.01 The district and association hold the shared belief that student and staff safety is a priority. The parties recognize that some staff may not be able to physically return to school in August of 2020. 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.

Staff who begin the 2020-21 school year with a “six period” teaching assignment will continue to be compensated for that assignment per the current collective bargaining agreement through the end of the first quarter of the 2020-21 school year at a minimum.

7. EVALUATION

7.01 The district intends to comply with the current collective bargaining agreement(s) regarding evaluations at this time. The parties agree to review the status of the evaluation process following the first twenty days of the school year for potential changes, no later than September 11, 2020.

8. DURATION

8.01 Due to the evolving nature of the pandemic, the Parties reserves 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.

8.02 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.

8.03 This MOU shall expire in full without precedent on December 31, 2020 unless extended by mutual written agreement of the Parties.

FOR THE ASSOCIATION: 

Gary Connolly, SSEA President

Rhonda Minch, ESP President

FOR THE DISTRICT:

Jim Cloney, Superintendent

Date 8/11/2020