MEMORANDUM OF UNDERSTANDING BETWEEN
SHASTA UNION HIGH SCHOOL
DISTRICT AND
SHASTA SECONDARY EDUCATION
ASSOCIATION REGARDING COVID-19
CORONAVIRUS

April 3, 2020

The Shasta Union High School District ("District") and the Shasta Secondary Education Association ("Association") enter into this Memorandum of Understanding (MOU) regarding the issues related to the coronavirus COVID-19 ("coronavirus"). This MOU is an amendment to the MOU signed between the parties March 27th, 2020 and the full contents of the March 27th, 2020 MOU are contained herein.

The parties recognize the District has made the decision to suspend normal classroom instruction on an emergency basis to slow the spread of illness arising from the coronavirus during the 2019-20 school year.

As outlined in the District's email dated March 17, 2020, 4:23 p.m., the parties agree to the following:

1. Unit members will not be required to report to their work sites as of March 18 until further notice with no less than 2 work days notice.
2. Unit members will be fully compensated (salary and benefits) for the duration of suspended normal classroom instruction for their typical work schedule.
3. Unit members will be notified by email or phone about any school closures, including regarding any decisions to extend suspended normal classroom instruction once they commence.
4. Students will not be required to complete any graded assignments between March 17 and April 14, at a minimum that were not previously assigned for the 3rd quarter.
5. Certificated unit members may communicate with their students electronically and provide non-graded activities at their discretion. Dual Enrollment instructors may continue their DE courses on-line, through the Shasta College Canvas system, at the high school DE instructor’s discretion assuming equitable access for all students with currently available District technology.
6. Certificated unit members will accept outstanding student work through Friday, March 20. Third quarter grades will be posted by Tuesday, March 24.
7. The District shall provide bargaining unit members access to District provided technical support via virtual tools. This may include access to technical support personnel, helplines, and other technical support from District vendors and/or staff, as well as instruction on distance learning platforms and instructional materials.

8. Staff shall not be liable for damage to District equipment. If a bargaining unit member chooses to provide printed materials to students, the District will make copiers available and a system to distribute materials to students.

9. Staff will be allowed access to their work sites as necessary to use technology and provide distance learning. In an effort to minimize employees’ need to be on campus, following preapproval of the site Principal or designee, bargaining unit members who incur unforeseen costs directly related to distance learning/doing a job remotely can submit receipts for reimbursement up to $125 per unit member per month. This may include but is not limited to improving Wi-Fi connectivity, changing phone/data plans, etc. Expenses incurred from April 1st, 2020 through May 31st, 2020 will be eligible for reimbursement.

10. Unit members shall regularly inform parents and students of their availability to provide support and clarification via Aeries, email and/or other virtual platforms. Bargaining unit members shall not be required to provide personal cell phone numbers or email addresses in communications with parents or students. Virtual staff meetings, if needed, shall be held in accordance with the current negotiated agreement. Bargaining unit members who are not available during the scheduled staff meetings are responsible for watching a recorded version (if made available). Unit members will make every effort to respond to emails and phone messages within 24 hours.

11. Any curriculum resources or lessons provided by the District should be considered the baseline (or a starting point for instruction during this period of distance learning). Teachers may customize the content to meet the needs of the students in their classes. Bargaining unit members may choose to be innovative and develop activities to support and encourage their own innovative teaching modalities. Unit members shall not be evaluated on those lessons and/or instruction during this pandemic/period of distance learning.

12. Bargaining unit members will be expected to provide instruction, resources, and support to students through distance learning. However, considering the personal challenges presented by the COVID-19 pandemic (e.g., members’ own childcare concerns/needs), bargaining unit members shall not be required to maintain a set daily schedule throughout the suspension of face to face instruction. Due to the pandemic disrupting normal family life and recognizing that family circumstances may be different for students and their families, the following is a maximum time limit students should be expected to engage with distance learning per course each week. The maximum time includes screen time, homework, reading, and other activities. For grades 9-12, no more than 3 hours per week per content area.
13. The coursework provided to students shall have the intention of promoting continuity of learning while students are not in school. This will include enrichment, intervention, and/or exposure to new material. The pace of instruction shall be at the discretion of the teacher based on the needs of one’s students.

14. The parties agree to negotiate regarding what work classified unit members (ESP) may be available to do, when and where that would occur, and any other impacts related to supporting the on-going education of SUHSD students and operations of the District.

15. If the state requires students to make up days for the 2019-20 school year, the parties will negotiate make-up student instructional day(s) up to the number of school closure days.

16. Unit members who need to utilize leave due to COVID-19 related issues, the District will comply with provisions in the Emergency Paid Leave Act (H.R. 6201) and the collective bargaining agreement(s). Individual employees should contact the Human Resources department for more information.

17. All closed schools will be cleaned and sanitized before staff or students return. The District will ensure that every classroom is cleaned and sanitized appropriately once classroom instruction is resumed.

18. Once it has been deemed safe by the District in consultation with appropriate government agency(s) to resume classroom instruction, two days notification will be given so employees can make arrangements for their return to work.

19. The first workday back to District work sites shall be a non-student day for preparation to resume in-person classes. All District classrooms/facilities shall be cleaned/disinfected pursuant to the highest-level of requirement(s) of local, state, and/or federal health authorities (and in accordance with any previously agreed to conditions between the parties).

20. The District will provide hand soap and hand sanitizer, if available, for every classroom and bathroom, hand sanitizer stations around every campus, and access to hand sanitizer at each unit member workstation who does not have a traditional classroom.

21. The District will ensure that all sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closets) are functioning with running water and kept stocked with soap and paper towels.
All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.

This MOU resolves the negotiable effects of distance learning due to COVID-19. The District and/or Association reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures in the 2019-20 school year.

This MOU shall expire in full without precedent on June 30, 2020, unless extended by mutual written agreement.

President, Shasta Secondary Education Association

Superintendent, Shasta Union High School District

4-3-2020

Date

4-3-2020

Date