

**Tahoe Truckee Unified School District**

**Tahoe Truckee Education Association**

**Memorandum of Understanding**

**Regarding the COVID Pandemic and 5-Day, In-person Learning**

**2020-2021 School Year**

**March 25, 2021**

The Tahoe Truckee Unified School District (“District”) and the Tahoe Truckee Education Association (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) in response to the reopening of schools for the 2020-2021 school year and the need for changes to instructional models and practices due to the ongoing COVID-19 pandemic.

The Parties recognize that COVID-19 represents a unique challenge to schools which require creativity and understanding on behalf of both parties. The Parties recognize the need for flexibility in order to comply with legal mandates and mandates issued by the Governor’s office, as well as directives/guidance issued by public health officers, including the California Department of Public Health (“CDPH”) and County Public Health Office (“Public Health Guidance”). The Parties also recognize the ambiguity contained in various laws, orders and directives that have been issued to school districts to guide the reopening of schools for the upcoming school year and constantly changing guidelines and health conditions, creating a need for flexibility as such orders, directives and conditions may change over time.

The District has decided there is a need to transition students and families to return back to school physically if it can be done according to Public Health Guidance during the 2020-2021 school year and to provide new and/or modified instructional options in response to COVID-19. The parties have MOUs in place which describe the Distance Learning and Hybrid Programs the District will implement during the 2020/2021 school year. The purpose of this MOU is to formalize and finalize the District’s consultation and negotiation obligations with the Association regarding the reopening of District schools for 5-day, in-person instruction.

The Parties agree to the following:

**1. Recitals** The Parties agree that the recitals set forth above are true.

**2. Terms of Collective Bargaining Agreement** Unless otherwise noted below, all terms of the current Collective Bargaining Agreement (“CBA”) shall remain unchanged and in full force and effect.

**3. Hours of Work**

- a. Flexibility to Open/Close Schools and to Change the Student Instruction Delivery Model. The District reserves the right to make the decision to open, close or reopen District schools or classrooms. Unit members will be notified by email, electronic communication, or phone about any school closures or transition between plans, including any decisions to extend school closures once they commence.
  - i. Monthly COVID Data Monitoring. The District will review COVID case data and current directives from both the Placer and Nevada County Health Officers.
  - ii. At the time of this MOU, 5-day, in-person instruction is set by TTUSD to begin on March 29, 2021. Students will remain in Hybrid learning through Friday, March 26. Wednesday, March 24 would begin with a morning check in and attendance followed by independent practice activities for students to complete during the day. Unit members will then use the rest of the day to plan for transition, including preparing classroom space, which may include installation of desk shields. Site meetings could take no more than 2 hours. Unit Members are expected to be on campus for the full work day.
  - iii. Possible return to distance learning: TTUSD has established a protocol for what conditions would prompt the district as a whole to return to Hybrid or distance learning based on increases in COVID cases. The following could result in distance learning as well: smoke/air quality, PSPS power outages, snow days.
  - iv. TTUSD will continue to follow all requirements from the CDPH and local county health departments and other government entities related to pandemic health and safety matters.
  - v. Schools are eligible to return to in-person instruction based on recommendations by CDPH as well as Placer and Nevada County Public Health Officers. This guidance is subject to change due to state and local health orders, and can be updated when further guidance or directives are published.
- b. Work Expectations. All members are expected to work their regular, on campus work hours as is defined by CBA and modified by article 7.1.A.iv.

- c. Professional Development. All unit members shall participate in professional development as provided in the CBA. Staff and collaboration meetings will resume in person provided that safety and social distancing measures can be maintained. Teachers who are not on-campus due to accommodations, or elementary cohort C teachers will have the ability to join virtually.
- d. Work Year. The Parties agree to meet, review and revise the current 2020-2021 school year calendar, as needed, to schedule all necessary transition days based on the academic instructional model(s)

#### **4. Safety Conditions Adherence to Health Guidelines and Orders**

- a. The District shall abide to all legal mandates and make every effort to follow the COVID-19 guidelines 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 Placer and Nevada County Public Health departments. TTUSD will follow and implement all required guidance from CDPH and will implement CDPH recommendations where practicable. The parties agree the intent of this article is to implement as many safety measures and protections for staff and students as reasonable in line with recommendations. TTUSD is committed to implementing requirements and recommendations from the CDPH for a school opening in order to keep students, staff, and community safe and healthy.
- b. Where there is a conflict between the various guidelines or orders, the District will make reasonable efforts to adhere to the most restrictive guidelines or orders in order to minimize potential health and safety risks for all unit members, students, and their families.
- c. The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines.
- d. No teacher will be encouraged to break public health guidance in delivering instruction.
- e. Personal Protective Equipment (“PPE”)
  - i. The District shall provide PPE to all unit members for when unit members are required to report to school sites. The District will continue to provide cloth face coverings, disposable masks, KN95 or N95 masks, and face shields. These items will be made available upon request. Face shields with attached neck drape may only be worn by individuals that have a medical condition that does not allow the use of a traditional face covering

- ii. 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.
- iii. Face coverings are required to be worn properly at all times by all individuals on a school campus indoors or outdoors in common areas. All students in grades TK-12 are required to wear masks. Unit members will hold students accountable for wearing their masks and if they refuse, will follow the established District discipline policies.
- iv. Face coverings shall not be required for students or staff if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist. The need for a specific student shall be communicated with all staff.
  - a. For unit members and students who cannot wear a mask according to section 4, d,iv, face shields will be provided.
- f. Hand Washing Requirements
  - i. The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
  - ii. All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering district sites and every time a classroom is entered.
  - iii. The District shall comply with the following hand washing requirements:
    - a. Every room with a sink shall be stocked with soap, paper towels and medically effective hand sanitizer.
    - b. Every classroom shall be provided medically effective hand sanitizer.
    - c. Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.
    - d. Hand sanitizer or portable hand washing stations will be accessible at various locations around each school campus.
    - e. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed and prior to the beginning of each day that staff or students are on campus.
- g. Cleaning and Disinfection The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned or disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, copy machines and other high touch fixtures.
- h. Air Filtration 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. HVAC systems will be maintained and set to operate per design specifications. The District will make every attempt to maximize air filtration in classrooms and common spaces.

- i. HVAC air filters shall be equipped with MERV13 filters if possible and changed at the recommended intervals. The highest MERV rating filter available for each HVAC system will be installed.
- ii. All workspaces lacking MERV-13 air filtration will be equipped with a portable MERV-13 air purifier or better.
- iii. The District will verify windows are in working order. If any windows are inoperable the District will take reasonable steps to repair the window.

i. Health Screening and Notification

- i. Each school site shall maintain current levels of support of a registered School Nurse coverage for the safety and health of all students, staff, and visitors to the campus each day. TTUSD will ensure there is adequate staffing to meet requirements a-e.
  - a. Develop health screening procedures for students, staff, and visitors on campus.
  - b. Coordinate with the District and interface with County Public Health Departments
  - c. Assess and monitor individuals that manifest symptoms associated with COVID-19
  - d. Initiate contact tracing and notification procedures in conjunction with the County Public Health Department and implement quarantine protocols
  - e. Train all students, staff, parents, and visitors on effective hygiene practices including but not limited to hand washing, physical distancing, and PPE usage
- ii. The District shall ensure that all students, employees, and visitors follow protocols for self assessment and passive screening of symptoms associated with COVID-19 infection prior to entering school and district buildings.
- iii. Health screening, notification, and quarantine protocols and procedures have been established. (See Updated TTUSD Reopening Guidebook, COVID-19 Flowchart and Placer County COVID-19 Response Scenarios in a School Setting) Additionally, COVID19 surveillance testing for employees will be available if/when it is required by California

Department of Public Health testing guidelines. Symptomatic and response testing will be available for staff at all times.

- iv. All students and staff will be trained on these protocols and procedures.
- v. Staff and students with 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. Staff who have been vaccinated will not be sent home if they had a close contact with a person with COVID-19, unless they are symptomatic.
- vi. Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing procedures in conjunction with the County Public Health Department. All persons who may have come in contact with the infected individual shall be notified.
  - a. Quarantine Procedures: In the event of a confirmed COVID+ case on campus the District will follow the most recent Placer and Nevada County health directives as well as guidelines from CDPH.
  - b. In the event a quarantine is enacted as in (vi.a) or a classroom is closed due to public health guidance and the unit member is able to work the class may transition to distance learning in accordance with the Distance Learning MOU.
- j. Symptomatic unit members Unit members exhibiting any symptoms, or who believe they have been in close contact with someone who may have COVID-19, shall immediately contact their healthcare provider and avoid contact with other individuals. Unit members with symptoms agree to stay home, notify their supervisor of their absence in accordance with usual procedures, seek medical care, and have substitute lesson plans in place. Unit members shall also stay home if they have been told to quarantine or isolate due to COVID-19 precautions. Sick unit members shall not return to work until they have met Public Health Guideline criteria to discontinue home isolation.
- k. Lunch
  - i. Physical distancing of four (4) feet, subject to change based on the CDPH requirements, to the extent practicable, shall be maintained between students, between staff and students, and between all staff during their lunch period(s). So long as teachers maintain supervision of their classes during the student breakfast/snack/lunch period and prevent cohorts from mixing, they may take students outside of their classroom to eat.
  - ii. Education Code 44813 requires a duty-free lunch period of at-least thirty (30) minutes each workday. Staff lounge capacity while maintaining physical distancing requirements shall be determined and posted on all entrances to the staff lounge.

- iii. A duty free lunch will be provided for every unit member within their site's normal work hours (within a thirty (30) minute shift before or after).
- iv. The district may require elementary teachers to provide supervision to their students for breakfast/snack/lunch during teacher instructional minutes. Teachers at secondary sites may be required to provide one period ( $\leq 15$ min) per week of supervision to students during their instructional minutes and supervision minutes will count towards their instructional minutes.

l. One-Way Directions/Movement

- i. In order to help maintain physical distancing requirements in all common walkways and congregation areas (both outdoor and indoor), the District shall create unidirectional pathways when practicable.

m. School Ingress and Egress Points

- i. Since students, parents, and staff tend to congregate in large groups at access points before and after school: School sites shall identify multiple access points to be used for student and parent ingress and egress before and after school.
- ii. Where possible, staff, students, and parents will be assigned an ingress and egress point for use when coming to school for in-person learning.

## **5. Leaves of Absence**

- a. The leave provisions of the parties' CBA and negotiated MOUs from 2020-2021 will be in full effect for the 2020/2021 school year. Additionally, all unit members, who qualify, are entitled to the leave benefits provided by the Families First Coronavirus Response Act ("FFCRA") for COVID related leaves.
- b. Unit members who have identified risk factors and have provided documented medical verification, will engage with the District in the interactive process to determine if reasonable accommodations exist to carry out the essential functions of their position.
- c. For the duration of this MOU, the District will also allow unit members to utilize current and accumulated sick leave to care for immediate family members for COVID-19 related illnesses.
- d. For the duration of the 2020-21 school year, for unit members working with students in-person during the 2020-2021 school year, the District shall provide a maximum of 10 COVID-19 leave days pro rated for FTE in the case of a documented COVID-19 health-related absence, to seek COVID-19 testing, diagnosis and/or treatment, and/or required quarantine due to school exposure. These days will not carry over beyond the 2020-2021 school year. This leave may only be used after any eligible FFCRA leave has been exhausted. If an absence is not COVID-19 health-related, accrued leave will be deducted.

- i. In order for a unit member to take COVID-19 leave days for diagnosis and/or treatment for COVID-19 related symptoms, they must get tested as soon as possible. The District will provide a designated District testing site, at no cost to the unit member. This testing is intentional so that unit members with COVID-19 symptoms may take leave and slow the spread of COVID-19. Unit members electing to not get tested will be required to use their own leave.
- e. For the 2020-21 school year leaves related to COVID-19 must be used in the following order (not including workers compensation if the employee is found to be eligible):
  - i. FFCRA Leave (if eligible or available)
  - ii. TTUSD provided COVID-19 leave (Section 5d)
  - iii. Exhaust the members year allotment of sick leave
  - iv. Catastrophic leave (See CBA)
  - v. Individual employee sick leave bank
  - vi. Differential pay leave if eligible (See CBA)
- f. For the duration of this agreement The Parties agree to modify portions of Article X: Leaves.
  - i. The District and TTEA agree to reopen the Catastrophic Leave bank at the beginning of the school year for unit members to contribute days. The intent is not to solicit additional days from current participants but, rather to solicit unit members who are not currently participating. First year unit-members are eligible to participate if they contribute 2 sick days this year.
  - ii. The District and TTEA also agree to modify unit member access to Catastrophic Leave. In the case of a documented COVID-19 health-related absence and/or required quarantine if the unit member is unable to be reasonably accommodated through the interactive process and unable to perform their assigned duties they may access this leave. These days will be available after the unit member has exhausted their FFCRA allotted leave, the District provided 10 days of COVID-19 leave in 5d, and their current year sick leave allotment. If an absence is not COVID-19 health-related, this paragraph shall not apply and accrued leave will be deducted.
- g. The Catastrophic Leave Committee shall have the responsibility of maintaining the records of the Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, determining that a recipient or

applicant is no longer eligible and communicating its decisions, in writing, to the participants.

- i. Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten working days of receipt of the application.
- ii. Withdrawals from the bank shall be granted in units of no more than thirty working days.
- iii. Participants may submit requests for extension of withdrawals as their prior grants expire. The unit member may not access more than 90 total days of Catastrophic Leave.

**6. Transfer/Reassignments** The District shall maintain the right to to transfer and reassign unit members during the 20/21 school year pursuant to the provisions of the CBA. However, the District has the right to assign and/or reassign employees across the district, based on student needs, during the 2020-2021 school year as part of the Interactive and Reasonable Accommodation process without triggering the provisions of the collective bargaining agreement governing transfers/reassignments. Any staff members who are transferred are able to return to their previous assignment at the conclusion of the COVID-19 crisis.

**7. 5-Day, In-person Model of Instruction** Based upon information from State, Local and School District officials, if the District's schools are partially reopened for students in the fall of 2020 or spring of 2021 so that students return to school with social distancing measures in place, the Parties agree to the following instructional schedules:

1. Classes and Scheduling

- a. Elementary specials (enrichment) teachers will provide live instruction to in-person students. Scheduled classes will not occur outside their standard workday, nor will any teacher exceed two hundred eighty (280) instructional minutes averaged over a five (5) day period at the K-8 grade levels (CBA 4.1.1). Elementary specials (enrichment) teachers will collaborate with site administration and the Executive Director of Educational Services when creating schedules.
- b. Virtual services will be provided to cohort C students by SPED, ELD, Counseling, OT, SLP and intervention. Scheduled classes will not occur outside their standard workday. Support team members will collaborate with site administration and the Executive Director of Student Services when creating schedules. Student caseload maximums per the CBA will still apply.
- c. In-person elementary teachers will no longer be expected to hold office hours.

- d. Social/emotional learning and support will continue to be implemented for all students.
  - e. Secondary Cohort C will continue as is in Hybrid learning. Cohort C students will continue to check in live at the beginning of each class and may be required to stay online for synchronous instruction or released to do independent work. Office hours will be available for all students daily, during their instructional day, and are an opportunity for Cohort C students to get more individualized attention. Teachers are not expected to create specific additional cohort specific C lesson materials or activities to present in office hours.
2. All schedules must meet the following requirements
    - a. Not exceed minutes in the CBA for any teacher.
    - b. Teachers will be provided an equal number of preparation minutes divided over a 10 day period as per the CBA. (CBA article 4.1.1, 4.3)
    - c. Teachers to be guaranteed a duty free lunch.
    - d. Teachers to be offered the opportunity for a planned 10 minute break within a four hour period.
      - i. Schedules take place within a thirty (30) minute shift of the previous working hours at each site as per past practice.
  3. Unit members are expected to work and be available during their site's work hours (within a thirty (30) minute shift either before or after). (In-line with the CBA, and the pre-COVID19 schedule, and not to exceed past practice).
  4. Classroom and event capacity
    - a. Classrooms will not exceed the number of students that allows for the maintenance of the current social distancing requirements between students and staff per the current requirements from CDPH.
    - b. The District acknowledges some classrooms may require modification or reduced students numbers to accommodate the CDPH requirements.
    - c. During 5-day, in-person learning, school events that gather groups of people, such as Back-To-School Night/Open House and Promotion/Graduation ceremonies may be postponed or held virtually. They will only be held in-person if social distancing can be maintained.
  5. Students who regularly violate mask policies or social distancing guidelines will be referred through standard school discipline policies.

**8. Individualized Education Programs (IEP) or Section 504 Plans:** All unit members and service providers shall collaborate, as appropriate, to create and implement individual IEP or 504 plans for in distance learning and on/off campus learning.

- a. Each plan shall:

- a. Provide for instruction and/or services that meet the minimum recommendations identified by the IEP team
  - b. Be implemented to the greatest extent possible and in alternative ways to ensure accessibility to services
- b. Teachers and service providers will be asked to participate in IEP and Section 504 team meetings as certain timelines, including those for annual reviews, are still in place during site physical closures or when distance learning or a hybrid instructional model is being used. Virtual tools may be used, as needed, to hold any necessary 504 and IEP meetings.
- c. The District shall communicate, as needed, to appropriate staff, when virtual tools are not appropriate or create significant legal risk. If this occurs, staff shall work with students and families in the manner directed by the District, consistent with then-in-place safety protocols. Additional PPE will be provided to these unit members as required or necessary.
- d. Unit members will provide timely input to case managers in advance of scheduled IEP or Section 504 meetings.
- e. The Parties agree to meet at the request of either Party to discuss implementing guidance from the California Department of Education (CDE), and/or United States Department of Education (DOE), and/or other applicable guidance, in order to ensure that the District provides equitable and appropriate education for students with special needs and meets all legal requirements.

## **9. Evaluation**

- a. The parties agree that all temporary and probationary employees shall be evaluated during the 2020/2021 school year. The parties will meet and confer regarding the modified format and process to be used.
- b. Administrators will have access to individual teacher's online distance learning instructional materials.
- c. Unit members shall not be subjected to any disciplinary action on any lesson planning, implementation, delivery, and/or student assessment associated with distance learning due to the unique circumstances surrounding this crisis in the 2020-2021 school year, as long as they consistently demonstrate efforts to provide all the instructional activities and duties to their students as required by this MOU.

**10. Extra Duty Assignments/Stipends** If extra duty/stipend positions are performed, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the CBA.

- a. Any required duty hours (per the CBA) will be prorated based on the percentage of days in the 2020-2021 school year TTUSD is in an in-person instruction model. Based on start dates. Total duty for any individual is not to exceed 15 hours for the remainder of the 2020-21 school year.

**11. TK-5 Child Care** The District will provide before and after school, no-cost child care options for TTUSD staff for elementary school age children enrolled in TTUSD, grades TK-5, for those students who are currently enrolled in child care. Subject to availability and space, new requests will be evaluated on a case by case basis

## **12. General Provisions**

- a. Not Precedent Setting. The Parties agree that this MOU is not precedent setting, does not constitute a past practice, and does not constitute a waiver of the District's right to refuse to negotiate matters that are not mandatory subjects of bargaining.
- b. Compliance with Law. The Parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The Parties will comply with existing and further state or federal legislation or applicable orders and directives as they affect the terms and conditions of employment of bargaining unit employees.
- c. Inconsistencies with the Law. If any term or provision of this MOU is inconsistent with any applicable law or any order issued by any federal, state, or local officer or agency having jurisdiction over the District, or if the inconsistency could result in a loss of state or federal funding, the terms of the applicable law/order shall prevail and the inconsistent term of this MOU shall be disregarded, but all other agreed upon provisions of the MOU will remain in place.
- d. Term. The Parties agree that this MOU shall expire on June 30, 2021 unless extended or modified by mutual written agreement.
- e. Complete Understanding. This MOU represents a full and complete understanding between the Parties on the date of the tentative agreement. TTEA maintains the right to bargain the impacts of future decisions made by TTUSD in response to the evolving conditions of the pandemic.
- f. Authorization to Execute Agreement. The undersigned Parties represent that they have read and understand the terms of this MOU and are authorized to execute this MOU on behalf of their principals. Copies of signatures shall have the same force and effect as original signatures. Facsimile and electronic signatures shall be deemed original signatures.

**TTEA:**

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Jess DeLallo, TTEA President

Date: \_\_\_\_\_

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Dave Steakley, TTEA Lead Negotiator

Date: \_\_\_\_\_

**District:**

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Carmen Ghysels, Superintendent CLO

Date: \_\_\_\_\_

\_\_\_\_\_  
Joan Zappettini, Director of  
Human Resources

Date: \_\_\_\_\_