

Tahoe Truckee Unified School District

Tahoe Truckee Education Association

Memorandum of Understanding

2021-2022 School Year

August 27, 2021

The Tahoe Truckee Unified School District (“District”) and Tahoe Truckee Education Association (“TTEA”), (together the “Parties”), agree to this following Memorandum of Understanding (MOU) regarding the 2021-2022 school year.

The Tahoe Truckee Unified School District will adhere to all requirements issued by relevant governing agencies regarding safety conditions for opening school in the 2021-2022 school year. Such agencies include the California Department of Health, the Governor’s Office, Cal/OSHA and the applicable County Health Department. The Parties agree that such adherence will be determined by the prevailing governmental agency (e.g. in most cases the applicable County Health Department).

In addition to adhering to all requirements, the Parties agree as follows:

SAFETY

TTUSD will commit to the maintenance of previously installed COVID-19 safety protocols (eg. MERV-13 filtration, portable air purifiers in all classrooms, availability of handwashing stations, hand sanitizer, etc.) in alignment with the TTUSD Safety Guidebook.

ADDITIONAL COVID-19 LEAVE

The language in Article 10: Leaves of the collective bargaining agreement and any additional leave provided by law or regulation apply unless otherwise specified below.

- A. Beginning October 1, 2021, the District will grant staff members the following additional COVID-19 Related Leave through June 30, 2022. Prior to October 1, 2021, bargaining unit members may utilize 2021 COVID-19 Paid Supplemental Sick Leave (also known as AB 95 leave).
- B. The District shall provide up to ten (10) days (prorated by FTE) of this additional COVID-19 leave to be used as follows:
 - a. If a unit member is required to quarantine due to exposure to COVID-19, and has been advised by a medical professional to self-quarantine related to COVID-19, or if experiencing symptoms of COVID-19 and is seeking a medical diagnosis. COVID-19 leave is paid leave and may be accessed prior to the use of sick

- leave; or if a unit member is unable to work due to the need to care for (1) a minor child due to a COVID-19 related school closure, (2) an individual subject to government-issued quarantine or isolation order related to COVID-19, (3) an individual who has been advised to self-quarantine by a healthcare provider related to COVID-19, or (4) an individual who is experiencing symptoms of COVID-19 and is seeking diagnosis. The District may request verification of the unit member's relationship to the individual and of the individual's need to quarantine and/or health status prior to placing a unit member on paid leave; or
- b. If a unit member needs to attend a vaccine appointment during their contracted work hours and for recovery time up to one (1) day if they experience symptoms or side effects from the vaccination. Unit members shall make a good faith effort to schedule a vaccination appointment outside of student instructional time.
 - c. To take COVID-19 leave, unit members must submit a signed statement to HR giving (1) the employee's name; (2) the requested dates of leave; (3) the COVID-19 qualifying reason for leave; (4) a statement that the employee is unable to work or telework because of the COVID-19 qualifying reason; and (where applicable) the name of the health care provider who advised the employee and/or the name of the government entity that issued the quarantine or isolation order to which the individual is subject, or the name of the health care provider who advised the individual to self-quarantine.
- C. Eligibility for this leave will be based on complying with the following criteria:
- a. Unit member cooperates with and complies with contact tracing, including testing for COVID-19, at no cost to the unit member through the District-contracted testing provider; and
 - b. A Unit member agrees to be or is vaccinated, or for those who remain unvaccinated, agree to be tested at least once per week with either PCR or antigen testing as ordered by the August 11, 2021 State Public Health Order.
- D. Should state or federal legislation be implemented that provides commensurate COVID-19 related leave to unit members, then this additional COVID-19 leave provision will cease to be implemented, and any leave taken pursuant to this provision will be counted as days of leave taken under the subsequent state or federal legislation.
- E. 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 or quarantine
- F. For the 2021-22 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):
- a. COVID-19 Paid Supplemental Sick Leave (also known as AB 95 leave) if eligible and available
 - b. TTUSD provided COVID-19 leave
 - c. Exhaust the members year allotment of sick leave
 - d. Catastrophic leave (See CBA)
 - e. Individual employee sick leave bank
 - f. Differential pay leave if eligible (See CBA)

- G. 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.

INDEPENDENT STUDY FOR QUARANTINED STUDENTS

- A. All teachers will maintain updated online lesson materials for their classes on Seesaw (TK-2) or Google Classroom (3-12) for students who are absent due to COVID-related quarantine.
- B. The lesson design and type of instruction provided shall be at the discretion of the classroom teacher, in collaboration with site administration, using district adopted curriculum and independent study practices while maintaining, as practicable, the established in-person school lessons.
- C. Students may contact their teacher for support with non-voluntary independent study, just as for a normal COVID-unrelated absence. Teachers will make reasonable efforts to connect with quarantined students such as but not limited to email, phone calls to student and/or parents, Google Meet or scheduled meetings. Once a student returns from non-voluntary quarantine, teachers will make additional reasonable efforts to assess completed assignments, connect with, and support students.
- D. Teachers will log student attendance while in quarantine using previously established independent study practices.

Elementary Classroom Quarantines

- A. In the event that an entire classroom is quarantined at the elementary level all students will transition to COVID online learning through the designated online learning platform.
- B. Teachers will have the option to work from home during the duration of the classroom quarantine provided they can meet the requirements of their job from home.
- C. School site COVID online learning schedules will be set up with site administration to support potential classroom quarantines. These schedules will occur within the standard site working hours.
- D. COVID online learning classroom expectations:
 - a. The teacher will present a live (synchronous) morning meeting for their class.
 - b. The teacher will prepare and present live (synchronous) sessions for both ELA and Math.
 - c. Enrichment/ELD/Push-in services (counseling etc.) will transition to online instruction while maintaining the established in-person school schedule.
- E. Teachers will remain available for student interaction during their standard site work hours.

COMPENSATION

In consideration for the anticipated increase in non-voluntary COVID related independent study in the 2021-2022 school year, the District shall pay a one-time off schedule payment of \$1,500 to each bargaining unit member (prorated by FTE). This payment is being given due to additional one-time funding received by TTUSD. The disbursement will be made in two \$750

payments (prorated by FTE). The first payment will be made in December 2021 and the second in June 2022.

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, 2022 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

Jess DeLallo, TTEA President

Date: _____

Dave Steakley, TTEA Lead Negotiator

Date: _____

District

Carmen Ghysels, Superintendent CLO

Date: _____

Joan Zappettini, Director of
Human Resources

Date: _____