

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NEVADA JOINT UNION HIGH SCHOOL DISTRICT  
AND  
NEVADA JOINT UNION HIGH SCHOOL TEACHERS ASSOCIATION  
REGARDING COVID-19 IN THE 2021-22 SCHOOL YEAR**

The Nevada Joint Union High School District (“District”) and the Nevada Joint Union High School Teachers Association (“Association”), jointly known as the Parties (“Parties”), enter into this Memorandum of Understanding (“MOU”) regarding COVID-19 during the 2021-22 school year. The term of this MOU shall remain in effect for the 2021-22 school year or until modified by mutual agreement between the District and the Association. The provisions of this MOU are subject to the Parties’ grievance procedure in the Collective Bargaining Agreement (“CBA”).

The provisions of the Parties’ CBA shall remain in full force and effect, except for the terms of this MOU as noted below. Therefore, the provisions of this MOU shall supersede any provisions of the CBA that are in conflict for the duration of this MOU, or until modified by mutual agreement between the District and the Association. The Parties affirm the obligation to comply with all provisions of this MOU and all provisions of the CBA not in conflict with this MOU.

The Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) *California Government Codes 3540 et seq.* apply and remain in effect.

The Parties recognize the current conditions and challenges in the District as a result of the Superintendent’s directive, supported by Board Resolution #14-21/22.

The Parties agree to the following stipulations of the MOU, beginning March 12, 2022:

**1.0 Health and Safety – Adherence Guidelines and Orders**

- 1.1 The District shall follow applicable guidance from 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 Health (“Cal-OSHA”), and Nevada County Public Health department.
- 1.2 Should a member be reported to the California Commission on Teacher Credentialing (“CCTC”), CDPH, or CalOSHA for failing to enforce state or local public health mandates or guidelines at the District’s direction, the District will protect the member’s credential.
- 1.3 The District shall assume defense of any unit member who may be faced with claims of liability. Unit members will not be held personally liable for failure to enforce any state mandate at the District’s direction.
- 1.4 The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines in section 1.1.

**2.0 Health and Safety - Face Coverings**

- 2.1 When face coverings are required to be worn, as directed by entities listed in 1.1, they shall be worn properly to cover the nose and mouth at all times by all individuals on a school campus indoors. This applies to all staff, all students, all administrators, and any visitors on campus.
- 2.2 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 that the student has direct contact with.
- 2.3 For unit members and students who cannot wear a mask according to section 2.1, face shields with neck drapes tucked into the shirt shall be used. Masks and face shields may not be required for students with medical apparatus, which prevents or obstructs the use of the apparatus.
- 2.4 The District shall provide appropriate PPE to all unit members. "Appropriate" PPE may include, but is not limited to, face shields, face coverings, and gloves, and shall comply with CDPH/CDC guidelines. 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. Unit members shall not be required to bring their own PPE and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE. In no case shall a unit member be required to work without appropriate PPE. If the District or Administration directs a unit member to work without appropriate PPE, that member may refuse that assignment with no loss of wages, benefits or leave balances. Additionally, the member shall not be disciplined or evaluated negatively as a result of the refusal of that assignment.
- 2.5 Upon request, the District shall provide face coverings consistent with the list of recommended masks outlined by the Center for Disease Control and Prevention (CDC).

**3.0 Health and Safety - Testing, Contact Tracing, Exposures, Quarantine and Isolation**

- 3.1 The District agrees to develop and implement a plan to ensure available testing for staff. Contact tracing and quarantine/isolation protocols will be implemented according to Nevada County Department of Public Health protocols/guidelines for students and staff regardless of vaccination status.
- 3.2 **Active Screening:** Teachers, administrators and school staff shall monitor staff and students throughout the day for signs of illness. School staff shall conduct visual wellness checks of all students or establish procedures for parents to monitor at home. If checking temperatures, appropriately trained staff shall use a no-touch thermometer. Students or staff exhibiting symptoms of COVID-19 at school must be immediately isolated in a private area until they can leave school or be picked up by a parent or guardian. All students and staff experiencing symptoms shall be recommended to be tested for COVID-19 as soon as possible. If a student is exhibiting one or more symptoms of COVID-19, staff shall communicate with the parent/caregiver and refer to the student's health history form and/or emergency card.

- 3.3 Each site will identify a specific isolation area for students and/or staff who are exhibiting symptoms related to a possible COVID-19 illness.
- 3.4 If any student exhibits the aforementioned symptoms, staff shall refer the student to the health office for screening and examination. The health office shall check for signs, symptoms, and exposures, as well as underlying health conditions, so that students are not unnecessarily excluded from school due to underlying health conditions as outlined in paragraph 1 below:
  - 3.4.1 If a student or staff member has chronic allergic or asthmatic symptoms (e.g., cough or runny nose), then a change in their symptoms from baseline shall be considered a positive symptom for purposes of requiring isolation and exclusion. The change from baseline shall be confirmed by a current doctor's note, based on the day/time of absence/symptoms increased.
- 3.5 Quarantining for COVID -19 symptoms or exposure:
  - 3.5.1 Staff will ensure that students have access to instruction when quarantined.
  - 3.5.2 The District shall follow the Nevada County Department of Public Health protocols/guidelines regarding testing and contact tracing after exposure and/or confirmed positive test(s) for COVID-19.
- 3.6 The District shall provide all required technology, tools and/or training and ensure that all quarantined/isolated unit members and students have access to the following:
  - 3.6.1 Computer and/or internet hotspot (if needed).
  - 3.6.2 Hard or digital copy of instructional materials (textbooks, workbooks, magazines, handouts).

**4.0 Health and Safety - Leaves - COVID-19 Supplemental Paid Sick Leave**

- 4.1 Beginning January 1, 2022, the District will provide 10 days of COVID-19 Supplemental Sick Leave, which will expire on September 30, 2022. Any previous COVID-19 leave balances are considered expired effective January 1, 2022.
  - 4.1.1 These additional leave days are for absences that are necessary due to the COVID-19 exposure, illness, testing, vaccination, or quarantine of a district employee or the employee's dependent.
  - 4.1.2 Leave will not accumulate if unused. These days will not need to be utilized for any unit members who are approved to work remotely.

4.2 The District will adhere to state and federal statutes in regards to COVID-19 Supplementary Paid Sick Leave.

**5.0 Health and Safety – Cleaning and Sanitizing**

5.1 The District shall follow disinfecting guidance from the CDPH.

5.2 Cleaning and sanitizing shall occur with sufficient time for cleaning products/materials to dissipate prior to the space being occupied by staff, students, administrators, or visitors.

**6.0 Health and Safety – Back to School Night, Parent and Community Meetings, SSTs/504s/IEPs**

6.1 Back to School, Parent and Community meetings, SST’s/504’s/IEP’s, and other events where unit members gather with adults (who are not district employees) from multiple households during a specified time frame may include a virtual option for the 2021-2022 school year.

**7.0 Health and Safety - Air Ventilation and Air Filtration**

7.1 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. Due to the large variation in HVAC systems district wide, wherever it is mechanically or technically possible, the district will follow American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) guidance for added ventilation and shall use HEPA/MERV 13 filters. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.

7.2 Based upon suggestions from UC Davis Western Cooling Efficiency Center (WCEC) The District will take steps wherever possible to add economizers and CO<sub>2</sub> sensors to existing equipment.

7.3 If a classroom/workspace fails to meet proper ventilation requirements as described above, the District will provide portable HEPA air cleaners of appropriate capacity for the space in which they will operate.

**8.0 Health and Safety - Accommodations**

8.1 The Parties have a mutual interest in reasonably accommodating teachers who are at high risk due to COVID-19.

8.2 The parties recognize that some individuals may have increased risk for severe illness due to COVID-19 because of certain underlying health conditions. If an employee has such an underlying health condition and that condition qualifies as a “disability” under

the ADA or FEHA, the District acknowledges that the interactive process may be required to safely evaluate working conditions for employees with health conditions that heighten the risk of severe outcomes with COVID-19. The bargaining unit members will be offered the opportunity to share what reasonable accommodations are requested to fulfill their essential duties of their respective job description through the interactive accommodation process.

- 8.3 As part of either of the processes above, the District reserves the right to request the employee to provide sufficient documentation to verify the need for an accommodation.

## **9.0 Long Term Independent Study**

### **9.1 DEFINITIONS**

- 9.1.1 “Short-Term Independent Study” - an independent study of 14 school days or fewer per school year, or otherwise determined by state statute.
- 9.1.2 “Long-Term Independent Study” - an independent study of 15 school days or more per school year, or otherwise determined by state statute.
- 9.1.3 “Pupil-Parent-Educator Conference/Intake Conference” - a meeting involving, at a minimum, all parties who signed the pupil’s written independent study agreement pursuant to subdivision (g) of Section 51747 or the written learning agreement pursuant to subdivision (b) of Section 51749.6.

## **10.0 Requirements AB130**

### **10.1 Synchronous Instruction and Live Interaction**

- 10.1.1 Unit members will plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year.

### **10.2 Teaching Hour and Teaching Load**

- 10.2.1 In the event that the number of Long-Term Independent Study students at North Point exceeds twenty-seven (27) students per 1.0 FTE as outlined in the Side Letter of Agreement (SLA) dated June 11, 2021 the District will hire accordingly.

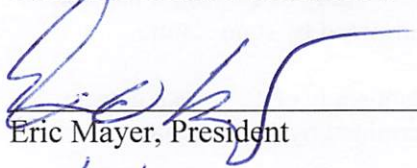
- 10.3 Unit Members who are new to the North Point Academy model will be given two (2) days release time for training.

- 10.4 Additional counseling and intervention sections shall be added at North Point Academy to accommodate the increased caseload as appropriate.

## **11.0 Duration**

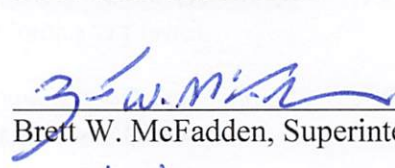
- 11.1 The Parties share joint interest in keeping communications open and continuing to consult with one another as events related to Long-Term Independent Study continue to unfold during the 2021-2022 school year for the benefit of students, staff, parents, and the District community.
- 11.2 The Parties agree that any modifications to the items agreed to in the MOU shall be made through written mutual agreement.
- 11.3 The Parties affirm the obligation to comply with all provisions of the Collectively Bargained Agreement (“CBA”) articles not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) *California Government Codes 3540 et seq.* apply and remain in effect.

**FOR THE ASSOCIATION:**

  
Eric Mayer, President

3/7/22  
Date

**FOR THE DISTRICT:**

  
Brett W. McFadden, Superintendent

3/8/22  
Date