

MEMORANDUM OF UNDERSTANDING
Due to the COVID-19 Pandemic
Effective August 1, 2020 through May 31, 2021 ONLY

The USD 339 Teachers and the USD 339 Board of Education have developed the following Memorandum of Understanding. All items within this document will be invalid at the completion of the 2020-21 school year.

Administration will meet with JCNEA during the year to make recommendations to the Board for revision of this Memorandum of Understanding if Federal or State Law contradicts any portion due to changes in the COVID-19 Pandemic.

The staff could be asked to teach in person, hybrid, or remotely depending on the current phase of the building and/or district. Phases will be determined in connection with the Jefferson County health official and dependent on the COVID-19 infection rate of the county, community and/or district.

Article VII Leave

1. If a teacher is in quarantine due to exposure to COVID-19 and remains able to teach, the teacher will be asked to teach or support students from home.
2. The district will follow the current regulations related to testing positive to COVID-19 as per the Jefferson County Health Department in conjunction with KDHE. Currently, the following is observed: once a teacher tests positive, they will be in "isolation" for a minimum of ten days. The teacher must be fever free without fever-reducing meds for 72 hours during the 10 days to return to work. If they are not fever-free without fever-reducing meds, they must remain in isolation until they are fever-free without fever-reducing meds for 72 hours.
3. Administration may request the teacher furnish results of a COVID-19 test for more than 4 consecutive days of absence. If a teacher is waiting for the results of a COVID-19 test they must remain home until they have been assured a negative result. If the test is positive they will follow the isolation protocol.
4. As part of the Families First Coronavirus Response Act (FFCRA) employees are granted the following through December 31, 2020:
 - i. *Two weeks (up to 80 hours) of paid sick leave at the employee's regular rate of pay* where the employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a health care provider), and/or experiencing COVID-19 symptoms and seeking a medical diagnosis; **or** *Two weeks (up to 80 hours) of paid sick leave at two-thirds the employee's regular rate of pay* because the employee is unable to work because of a bona fide need to care for an individual subject to quarantine (pursuant to Federal, State, or local government order or advice of a health care provider), or care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19, and/or the employee is experiencing a substantially similar condition as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of the Treasury and Labor. FFCRA paid sick leave will be prorated based on the employee's contracted hours of work.

- ii. The USD 339 Board of Education agrees to extend the current FFCRA paid sick leave guidelines through May 30, 2021, if the Federal and/or State Governments do not extend the coverage as long as annual state and federal financial support of schools stay intact for the 2020-21 school year.
- b. Once the employee has used the paid sick leave as outlined in the FFCRA, but is unable to return to work, the USD 339 Board of Education agrees to:
 - i. If the employee is forced to quarantine or is receiving medical treatment due to an exposure while working at USD 339, the District will not count this leave toward the employee's accrued discretionary, sick, or vacation time during these absences.
 - ii. If the employee is forced to quarantine or is receiving medical treatment due to exposure in their personal life, the District will require the employee to utilize accrued discretionary, sick, or vacation time during these absences.
 - iii. Both parties agree that the determination of where exposure occurred will be done through contact tracing completed by the Jefferson County Health Officials. The employee agrees to release these findings to the USD 339 Board of Education. Failure to do so or failure of the employee to submit to contact tracing will result in the employee's discretionary, sick, or vacation time being charged for these absences.
 - iv. If a determination of exposure cannot be made, the district and employee will share the burden, with half the leave not counting toward the employee's accrued discretionary, sick, or vacation time during these absences.
- c. If an employee is required to quarantine, but students are still attending in person classes:
 - i. If the teacher is still capable of remotely teaching the class, he/she will be required to do so if he/she not showing any symptoms and they are receiving uncharged paid time off.
- d. If an employee is required to quarantine due to school exposures, more than one time, or a length of time longer than the FFCRA coverage (80 hours), the teacher may apply for days from the sick leave pool if he or she is a current member of the sick leave pool. The sick leave pool may be requested for quarantine days only, this year prior to all leave being exhausted.

Article VIII Evaluation

The formal evaluation may be during a remote (digital) teaching session.

Article XII (A) Work Days

All teachers will receive 2 full-day workdays prior to the beginning of the year. One half of the teachers will meet with administrators on one day and the other half of the teachers will meet with administrators on another day, counting as one of the work days. All teachers would have a one common work day for the other day.

Article XII (C) Lunch

Duty Free Lunch – Efforts will be made by the administration to maintain a duty-free lunch period. However, if the teacher's portion of the building is in a moderate risk phase, teachers may be asked to help out depending on the number of staff available to supervise with compensation. Compensation will be \$13.50 per lunch period. (Base salary per hour... \$26.53)

Article XII (F) Duty Day

Duty Day - If the district has to move a teacher to a remote learning environment, the teacher will work the same 8 hour schedule as other teachers teaching physically in the building for consistency. If for some reason the teacher needed the schedule adapted, this will be agreed upon with administration and then shared with parents.

Article XIII Wages

Supplemental Contracts - In the event federal, state, or local authorities deem it necessary to delay, shorten, postpone, or cancel the activity for which the contract covers, coaches/sponsors who are to receive a supplemental salary will receive their full supplemental pay for the sport/activity provided they fulfill other student-centered duties needed by the district. These duties will occur outside of the normal duty day and the hours will not exceed the normal hours of the sport/activity. Duties could include, but are not limited to tutoring; Zoom office hours; supervising intramural activities, student conditioning programs, sport-specific educational activities (ex: Sports University), and/or other after school activities. Coaches/sponsors will work with the building AD and Administration to secure an approved activity and schedule.