



USD 377

Atchison County Community Schools

306 Main St.
Effingham, KS 66023

Memorandum of Understanding
Effective
August 1, 2020 through May 30, 2021

This Memorandum of Understanding has been developed by and between the USD 377 Board of Education and the USD 377 Teaching Staff. Due to the unique obstacles the COVID-19 pandemic presents to the successful and safe completion of the 2020-2021 school year, both entities agree to the following.

1. Sick Leave

- a. As part of the Families First Coronavirus Response Act (FRCRA) 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 healthcare 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 healthcare 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.
 - ii. FRCRA paid sick leave will be prorated based on the employee's contracted hours of work.
 - iii. The USD 377 Board of Education agrees to extend the current FRCRA paid sick leave guidelines through May 30, 2021, if the Federal and/or State Governments do not extend the coverage
- b. Once the employee has used the paid sick leave as outlined in the FRCRA, but is unable to return to work, the USD 377 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 377, 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 Atchison County Health Officials. The employee agrees to release these findings to the USD 377 Board of Education. Failure to do so or failure of the employee to submit to contract tracing will result in the employee's discretionary, sick, or vacation time being charged for these absences.
- c. If a teacher is required to quarantine, but students are still attending in person classes:
 - i. If the teacher is still capable (not showing any symptoms) of remotely teaching the class, he/she will be required to do so if the exposure is due to work at USD 377 and they are receiving unchanged paid time off.
 - ii. If the teacher is quarantined due to choices in their personal life but are still capable (not showing any symptoms) of remotely teaching the class, he/she may choose to do so. If the teacher chooses to teach remotely, the USD 377 Board of Education agrees to charge that teacher's accrued leave for only $\frac{1}{4}$ of the time the teacher is not physically in the classroom.

2. Lesson/Substitute Teacher Plans

- a. Both parties agree that if the employee is on paid time off and physically capable, the employee is responsible for leaving appropriate lesson plans for a substitute teacher that allow for the continuation of learning
- b. The Staff handbooks outline the requirement for all teachers to have a Substitute Folder in the school building office. Due to the possible eventuality of teacher's inability to create lesson plans due to medical treatments and symptoms of COVID-19 and/or a teacher being on paid time off due to COVID-19, all teachers will be required to have a substitute folder with a minimum of one week of lessons on file in the school building office by August 31, 2020. These folders should only be used in case of emergency or the teacher being on unpaid time off. The substitute folder will consist of:
 - i. Schedule of the teacher's day
 - 1. Classes
 - 2. Duties
 - 3. Other responsibilities
 - ii. Class Lists/Seating Charts
 - iii. Location of Materials
 - 1. Textbooks
 - 2. Teacher's editions/answer keys
 - 3. Materials needed
 - 4. Grade book
 - 5. Teacher handbook
 - iv. Lesson Plans, Alternative Plans, Activities, Work Sheets/Review Sheets and Management Sheet/Procedures including Discipline (define the verbs you use in your sheets, activities, etc.).
 - 1. Considerations should be made for students on the Remote Learning mode
 - v. Any IEP guidelines or special needs regarding students must be included in the sub folder.
 - vi. Directions for utilizing technology for students in the Remote Learning mode.

3. ARTICLE V- Compensation: G. Extra Duty Payments,

- a. Item 4: "Any teacher who voluntarily performs lunch supervision shall receive a lunch at the district's expense and shall be compensated at the rate of \$3.50 per lunch period".
 - i. This will be modified to: "Any teacher who voluntarily performs lunch supervision shall be compensated at the rate of \$7.00 per lunch period".
4. Any items that arise during the MOU that are due to COVID 19 will be discussed by the negotiating teams until a satisfactory resolution is met. Once agreed upon this will be ratified and become part of this existing MOU.

Atchison County Teachers Association



(President)



Date

Board of Education, USD 377


(President)



Date