

MEMORANDUM OF UNDERSTANDING
(2020-2021 Distance Learning School Reopening)

This Memorandum of Understanding (“MOU”) is entered into by and between the KERN HIGH SCHOOL DISTRICT (“District”) and the KERN HIGH SCHOOL TEACHERS ASSOCIATION/CTA/NEA (the “Association”). The District and Association are hereinafter collectively referred to as “the Parties.” The Parties have entered into this MOU to reflect the agreements reached regarding the District’s Distance Learning School Reopening in August 2020 in light of the coronavirus (COVID-19) pandemic.

The Association enters into this MOU on its own behalf as well as on behalf of certificated employees who are members of the bargaining unit represented by the Association in its role as the Exclusive Representative.

RECITALS

The Parties negotiated a Collective Bargaining Agreement (“CBA”) effective July 1, 2018 through June 30, 2020. Negotiations are continuing on a complete successor agreement. The effects of the District’s Distance Learning School Reopening are a matter the Parties wish to address through this MOU.

Therefore, the Parties agree as follows:

TERMS:

1. The Parties Agree to the following.
 - a. Instruction for the fall quarter of the 2020-2021 will be 100 percent distance learning as defined in Education Code 43500(a).
 - b. The current calendar and length of the work year for bargaining unit members shall be in effect for the 2020-2021 school year as adopted on August 3, 2020 and attached as Appendix A.
 - c. While on distance learning (and except for Special Education staff), the classroom teachers’ regular workday shall be 8 :00 a.m. to 3:00 p.m. The workday for all other bargaining unit members shall be as outlined in the Collective Bargaining agreement currently in effect. Bargaining unit members shall not be required to report to their work site while instruction is offered in distance learning, but may do so if they choose, for a part of or their entire workday in accordance with the procedures established by their work location.

- d. The instructional day shall be based upon the site schedules, attached as Appendix B, Monday through Friday, excluding holidays and non-workdays.
- e. PLC meetings or professional development shall be held as follows: bargaining unit members and site administration shall schedule a minimum of 60 minutes of professional meetings (dept/PLC meetings) per week during the Academic Collaboration and Student Support (ACSS) hours.
- f. Staff meetings will be held during the Academic Collaboration and Student Support hours.
- g. Bargaining unit members shall be available to provide feedback, intervention, outreach, engagement, and other academic support for students during ACSS hours when not actively involved in professional meetings.
- h. All staff meetings, PLC meetings, grade level meetings, and professional development shall be held virtually. Preschool staff meetings shall also be held virtually.
- i. Virtual classroom visits shall be limited to the site administration to the extent possible. Physical classroom visits shall be limited to the extent possible.
- j. The district has a plan in place to allow for social distancing of 6 feet in all bargaining unit member workspaces as well as all walkways and common areas, in accordance with guidelines from the California Department of Health (“CDPH”) and the Kern County Public Health Department (“KCPHD”).
- k. The District will regularly clean and disinfect all bargaining unit workspaces, bathrooms, and other common areas.
- l. The District will insure proper air ventilation and filtration of all classrooms and workspaces.

2. Training: The District will train its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will take all measures available to ensure that its facilities have the necessary supplies for preventive sanitation measures (such as face masks, soap and water, disposable towels or tissues, and hand sanitizer). Unit members are required to adhere to the Return to Worksite Guidance Protocols set forth in (Appendix “C”) when they report to their work site. The District and the Association agree all bargaining unit members not already obligated for a scheduled work day will

work August 18, 2020 as an additional pre-school in-service day and be paid for this time at their normal daily rate. The purpose of this time is to give teachers the opportunity to develop coursework and utilities in the learning management system and complete the requirements for reopening. Failure to attend this day will result in not receiving paid compensation for that day.

3. Face Masks/Coverings: Bargaining unit members will be required to wear face masks/coverings when in occupied interior work site spaces and any other time indicated in the Guidance Protocols in Appendix C. Bargaining unit members are to ensure the face mask covers the nose and mouth. The District will provide face masks and individuals may bring their own. Face masks must be free of any sayings, markings or drawings that are political or may be deemed inappropriate. Failure to appropriately wear a face mask or covering may be grounds for discipline.

4. Gloves/Sanitizer: Bargaining unit members are not required to wear gloves while on their work site unless specifically required as part of their job assignment. The District will have gloves available in the event a bargaining unit member prefers to wear gloves. The District will also provide hand-sanitizer in each workspace and in common areas.

5. Reporting to Work: Bargaining unit members will self-administer the Daily Self-Assessment Symptom Review prior to reporting to district facility. Bargaining unit members are not to report to work if they have been diagnosed as having COVID-19, if they are ill, or if they are experiencing any of the symptoms set forth in the Daily Self-Assessment Symptom Review (Appendix D). Bargaining unit members will immediately inform their site administrator if they are not reporting to work for any of these conditions.

6. Screening: If there are concerns about a bargaining unit member's wellness they may be asked to re-administer the Daily Self Assessment Symptom Review and undergo a temperature check. Bargaining Unit Members will be administered a temperature check when they report to their work site. Any Bargaining unit member with a temperature of 100.4 F or greater will not be permitted to work.

7. Symptoms: Bargaining unit members working on-site who exhibit symptoms consistent with symptoms of the COVID-19 virus as defined by the Self Assessment Symptom Review (Appendix D) will be sent home by the District and will remain at home for the duration of the active symptoms. Bargaining unit members shall not be required to utilize leave as long as they are able to perform their essential job functions remotely. Bargaining unit members shall not return to work at a school site until they meet the most current return-to-work criteria set by the KCDPH and CDPH available on the KHSD website, or unless the bargaining unit member provides a medical certification for return to work. If a bargaining unit member who has been working at a school site is diagnosed

with COVID-19, the District will follow the Kern County Department of Public Health guidance on notification and potential exposure and clearance to return to campus.

8. Grading Policy: Teachers will use regular grading marks and grading timelines. Teachers will grade and provide feedback on assignments as they regularly would in adherence to applicable Board policies.

9. Distance Learning: The Parties are fully committed to providing a dynamic educational program for students that is easily blended between on campus instruction and Distance Learning. Teachers will utilize the District provided platform for Distance Learning, assignments, and grading. When providing distance learning, academic content, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction will be used by the teacher. Classroom teachers will take attendance consistent with state requirements. Instructional time for distance learning is calculated based on the time value of synchronous and/or asynchronous instruction and assignments made by and certified by a certificated employee of the LEA. The District and the Association will develop a plan to document daily participation of pupils.

10. Working Remotely: If working remotely, bargaining unit members shall continue to be available and working during their entire work day. In all aspects of the work day, unit members will conduct themselves professionally and reasonably. To the extent possible, remote teaching will be conducted through a computer camera or tablet device and not through a mobile phone. Remote teaching may not be conducted while in a vehicle or while in motion (unless movement is required as part of the bargaining unit member's assignment). Bargaining unit members must be available for contact by administration, students, parents, and guardians during the assigned workday. They must also adhere to the instructional schedules established by the District and refrain from social media activity of a personal nature on social media platforms during regular working hours, outside of their duty-free lunch. A remote working arrangement may be discontinued if unit members are not fulfilling their essential duties from home.

11. Leaves: The Parties agree that all current adopted leave policies will remain in full effect during the duration of this MOU. The District will continue to honor COVID-19 emergency leave rights in accordance with the provisions of the Family First Coronavirus Response Act until the statute expires, currently scheduled for December 31, 2020. Any employee who is unable to work during their assigned duty time due to illness, or any other reason, must use the District's absence reporting system to request leave.

12. Evaluations: The Parties agree to meet to review current evaluation procedures and will mutually agree on any changes to current practice.

13. Stipends. If the district determines that extracurricular duties can and are performed, bargaining unit members shall continue to receive stipends and/or additional pay as provided for in the collective bargaining agreement. If these duties are not performed the stipend will be suspended. Programs or activities which are yearlong in nature will be paid a prorated stipend if the responsibilities are performed for a portion of the year.

14. The Parties understand the COVID-19 pandemic situation is very fluid and mutually agree to review the provisions of this MOU and make any necessary changes consistent with federal or state mandates.

15. As conditions allow under orders from the CDPH and KCDPH, the District reserves the right to decide when a transition from the distance learning modality to a hybrid or full in-person modality will occur. The Association will be notified at least two weeks prior to implementation of the transition. The Parties will jointly meet to plan for the adoption of a hybrid schedule and/or a variation of normal in person instruction should health conditions warrant a change in delivery model. These plans will guide discussion for any successor agreements.

16. This is a non-precedent setting agreement and shall remain in effect during distance learning in the 2020-2021 school year and may be extended by mutual agreement. The parties will continue to negotiate the impacts and aspects of the eventual return to in-person teaching if/when that occurs during the 2020-2021 school year.

ACCEPTED

By affixing their signatures to this MOU, the Parties acknowledge that the matters set forth are fully settled. This MOU shall be binding upon the heirs, successors, devisees, administrators, employees, executors, and assigns of the Parties. The signatures below signify that the signers are authorized representatives of the District or Association as the proper parties to this MOU, that all actions necessary for the Parties to ratify and accept this MOU as a binding and bilateral agreement have been completed in the manner required by that party or by the law. This MOU is subject Board Approval.

FOR THE DISTRICT:

August __, 2020

Dr. Michael Zulfa Ed.D.
Associate Superintendent

FOR THE ASSOCIATION:

August __, 2020

Vickie Shoenhair
President