

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

This Memorandum of Understanding ("MOU") is entered into by and between the **BUTTONWILLOW SCHOOL DISTRICT** ("District") and the **BUTTONWILLOW 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 light of the coronavirus (COVID-19) pandemic. Upon full execution, this MOU shall remain in effect through the end of the 20-21 school year and extended school year for Special Education. Any reopening plan will need to be negotiated.

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, 2019 through June 30, 2021. 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 begins August 5, 2020 and will be 100 percent distance learning.
  - b. Bargaining unit members will report to duty: Year 1-2 bargaining unit members will report to campus on July 29, 2020 and all other bargaining unit members will report to campus on August 3, 2020 from 8:00 a.m. to 3:00 p.m.
  - c. The bargaining unit member's workday will consist of a 7-hour day, Monday through Friday.
  - d. Teachers will be on campus Monday through Friday, 8:00a.m. - 3p.m. from August 5 through the end of day on August 21, 2020.

On August 19, 2020 plans and selections of times below will be discussed with administration and parents will be informed of the decision. Implementation of

the new schedule will begin on August 24, teachers may make one of the following choices based on the families they serve.

- i. Work a seven-hour shift that starts as early as 7:30 and ends as late as 6:00 pm.
    - ii. Work a 4 hour synchronous shift on campus and 3 hours remotely. These shifts may start as early as 7:30 am, but no later than 8:30 am. The second shift may start no earlier than 11:00 am and end no later than 6:00 pm. The four hour block will be determined based on the need of the families that are in that teachers class and the effort to reduce load on the internet.
  - e. PLC's meetings or professional development will be held weekly on Wednesdays between 8:00a.m. - 9:00a.m. per the collective bargaining agreement. Grade levels meetings can be held in person with appropriate social distancing norms or through virtual meeting platforms.
  - f. Staff meetings will be held on Wednesday's as needed between 8:00 and 9:00 in accordance with the collective bargaining agreement. All staff meetings will be virtual.
  - g. Classroom visits will be limited to administrative walk-throughs, custodian cleaning and disinfecting schedules, or grade level partners.
  - h. The district has a plan in place to ensure social distancing of 6 feet in all bargaining unit member workspaces as well as all walkways and common areas.
  - i. The district will daily clean and disinfect all bargaining unit workspaces, bathrooms, and other common areas. The District will provide towels in order to assist in keeping rooms clean and will be replaced nightly with new ones for the next workday.
  - j. 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, gloves, 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 (Appendices "A").
3. **Face Masks/Coverings:** Bargaining unit members will be required to wear face masks/coverings and/or face shields when in occupied interior spaces and any other time

indicated in the Guidance Protocols in Attachment A. Bargaining unit members are to ensure the face mask covers the nose and mouth. When bargaining unit members are able to socially distance themselves a minimum of 6 feet from other employees, face masks are not required unless in a shared workspace. Upon request, the District will provide face masks or individuals may bring their own. Face masks/coverings must be free of political messages, pictures, graphics or writing that might be deemed inappropriate. Face masks will be available in the site administrator's office.

4. **Gloves/Sanitizer:** Bargaining unit members are not required to wear gloves while on duty 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 Symptom Review prior to reporting to school. This includes a self-administered temperature check that can be up to 100.3 F. Bargaining unit members are not to report to work if they are ill or experiencing any of the symptoms set forth in the Daily Symptom Review (Attachment "B").

6. **Symptoms:** Bargaining unit members who exhibit symptoms consistent with symptoms of the COVID-19 virus as defined by Public Health (e.g. fever, cough, and difficulty breathing) will be sent home by the District for the duration of the active symptoms. Bargaining unit members will not be required to utilize leave as long as they are able to work remotely. Bargaining unit members shall not return to work until asymptomatic or unless the bargaining unit member provides a medical certification for return to work. If a bargaining unit member is diagnosed with COVID-19 the District will follow the Kern County Health Department guidance on notification and potential exposure and clearance to return to campus.

- a. If a bargaining unit member is placed on a mandatory 14-day quarantine, the bargaining unit member may work remotely from home, provided they feel healthy. If the bargaining unit member becomes ill and is not able to fulfill the duties the bargaining unit member must follow district protocols to get a substitute to fill the position.

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

8. **Distance Learning:** The Parties are fully committed to providing a high quality standards based educational program for students that is easily blended between on campus instruction and Distance Learning. TK-8 Teachers will utilize the District provided platform, Google Classroom, for Distance Learning and assignments, Go Guardian for daily monitoring, and Infinite Campus for final grading. TK-8 will also utilize Zoom or Google Meet's, as well as any other district sponsored/purchased video conferencing platform purchased by the district. When providing distance learning, academic content, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction will be used at the

discretion of the teacher. The District and the Association will agree to meet and develop a plan to document daily participation for each pupil engaged in distance learning.

- a. Support materials which may include, but not be limited to science lab materials or intervention materials must be requested to Admin a minimum of 48 hours in advance through Google Forms. Those materials will be delivered to a teacher's room sanitized and ready for use.
- b. Upon the completion of a lesson involving the materials the teacher will inform administration that the materials may be picked up. The teacher must leave the materials out on a table and the materials will be sanitized and returned to their storage location.
- c. Teachers will provide instruction in large group, small group, and intervention group settings using synchronous and asynchronous instruction.
- d. Preschool teachers will provide weekly packets and activities throughout distance learning. Packets will be available for pick up and drop off on Monday mornings through the school office.
- e. TK-2 will provide packets and activities to begin the school year and transition students and families to online computer-based learning at the earliest possible time. Packets will be available for pick up and drop off on Monday mornings by the school office.
- f. Preschool will provide a minimum of 60 minutes of daily instruction through packets and activities.
- g. TK-K will provide a minimum of 180 minutes of daily instruction, both synchronous and asynchronous.
- h. Grades 1-8, including Special Education, will provide a minimum of 240 minutes of daily instruction, both synchronous and asynchronous.
- i. The Virtual Teacher will provide a minimum of 240 minutes of daily instruction, both synchronous and asynchronous when substituting.
- j. The PE Teacher will post a lesson each Friday by 3:00 pm. The lesson will encompass a minimum of 60 minutes. This lesson will be written at 3 different levels (PS-1<sup>st</sup> grade, 2<sup>nd</sup> -3<sup>rd</sup> grade, and 4<sup>th</sup> -8<sup>th</sup> grade). The teacher may select to do different lessons per grade level range. The students will be able to access the lesson and participate asynchronously as many times as they want each week. The PE Teacher will monitor student access. The PE teacher may be required to substitute with 240 minutes daily of synchronous and asynchronous lessons and/or provide intervention in a synchronous environment.

Any employee who is unable to work during their assigned duty time due to illness or any other reason, must use the district's 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. 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.

14. The MOU is subject to modification or termination with 7 days advance notice by the District should its student attendance schedule change or delivery of instruction change rendering the MOU ineffective, in whole or in part. In this event, the Parties will meet to discuss the new schedule and next steps.

15. All other provisions of the CBA not changed by this MOU shall remain in effect for the term of the CBA.

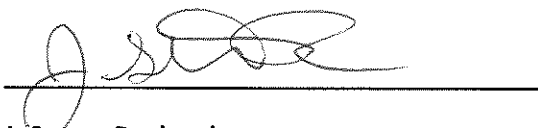
16. This is a non-precedent setting agreement.

**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:**

July 30, 2020

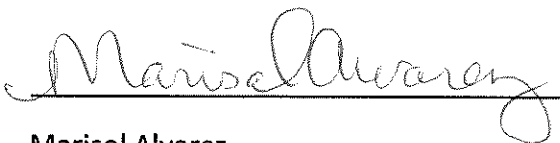


J. Stuart Packard

Superintendent

**FOR THE ASSOCIATION:**

July 30, 2020



Marisol Alvarez

Vice President/Lead Negotiator

- k. Speech will provide instruction, both synchronous and asynchronous, based on individual IEP goals.
- l. Google classroom will be the platform that all teachers will use to interact and connect with students. The classroom account will be shared with admin, the virtual teacher, and other support staff that includes Special Education as needed. District administration shall notify teaching staff if administration chooses to join in on distance learning instructional time via Google classroom.
- m. Teachers will use the Remind App and will be required to submit a minimum of 2 whole class notifications per week. There will be no maximum number of notifications to individuals or specific families.
- n. Notwithstanding a - m above, the District retains the ultimate discretion to determine course content, delivery of instruction, instructional minutes, appropriate teaching techniques and academic rigor.

9. **Working Remotely:** Bargaining unit members who submit a medical certification stating that the bargaining unit member is considered a high-risk group, including pregnancy, for COVID-19 and a physical return to on-site work would pose a health risk are not required to report to their worksite, and can work from home.

10. **Working On-Site:** Bargaining unit members that work on-site will have the opportunity to bring their children on-site. Bargaining unit members may bring their children, under the age of 13, to their classroom during their time on campus, if they have chosen to do a full 7 hour shift on campus. Those teachers that have chosen to work a 4 hour shift on campus and 3 hours remotely may not bring their children to campus. In order for bargaining unit members to bring their children to campus there would need to be a liability release of the school with regard to the child's health. The District will provide the liability form and the requirement will include that the child will stay in their parent's classroom and not be allowed to interrupt lesson delivery, leave the classroom without the parent, wander the hallways, or play on the playground. This form must be approved by the insurance company (Attachment A)

11. **Leaves:** The Parties agree that all current adopted leave policies will remain in effect for the duration of the MOU. Families First Coronavirus Response Act ("FFCRA") leave is currently available through December 31, 2020. Bargaining unit members will not have their pay reduced when utilizing the 10 paid days of FFCRA leave entitlement when the bargaining unit member:

- a. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- b. has been advised by a health care provider to self-quarantine related to COVID-19; or,
- c. is experiencing COVID-19 symptoms and is seeking a medical diagnosis.

# Appendix A

General Worksite Guidance	Protocols
Guidelines for daily wellness checks	<ul style="list-style-type: none"> <li>• Mandated training for all staff prior to returning to their work site.</li> <li>• Employees will complete a self-assessment wellness check prior to reporting to work. The daily symptom review will be provided.</li> <li>• Any employee who displays signs of illness, shall report this directly to their immediate supervisor.</li> <li>• Signage will be displayed reminding employees of wellness protocols.</li> </ul>
Guidelines on use of facial masks	<ul style="list-style-type: none"> <li>• Staff will need to wear a mask when in common traffic areas (parking lots, hallways, workrooms, restrooms, etc), and working in close proximity of other staff. (closer than the social distancing requirement of 6 feet).</li> <li>• While at one's workspace the use of a mask is voluntary as long as social distancing requirements are met.</li> <li>• Each employee will be provided a mask by KCSOS that can be washed.</li> <li>• Additional masks will be located at the office of each work site.</li> </ul>
Guidelines on Restroom Use	<ul style="list-style-type: none"> <li>• Use will be limited to no more than the number of stalls per restroom.</li> <li>• Must wear a mask when using the restroom due to close proximity of other staff.</li> <li>• Must follow hand washing requirements.</li> </ul>
Guidelines on Breaks/Lunch and use of staff lounge	<ul style="list-style-type: none"> <li>• All breakrooms and lounges will be closed during this transition back.</li> <li>• Employees are encouraged to eat at their workstations, if they choose.</li> <li>• No sharing of food or buffet style lunches are allowed.</li> <li>• Employees may bring a personal small refrigerator and/or microwave unless otherwise notified.</li> </ul>
Hours of operation	<ul style="list-style-type: none"> <li>• Each work site shall establish procedures to stagger arrival and departure times to ensure social distancing measure.</li> </ul>
Visitor Access	<ul style="list-style-type: none"> <li>• Visitors will only be allowed not be allowed in classrooms to the extent possible.</li> <li>• Visitors must check in at the receptionist desk and wear a mask.</li> <li>• Receptionist will call the division for whom the visitor has a scheduled appointment.</li> <li>• Parent/teacher meetings, IEP meetings and other parent interactions shall be handled remotely to the extent possible.</li> </ul>

<b>Cleaning and Safety Measures</b>	<b>Protocols</b>
Identify spaces for occupancy	<ul style="list-style-type: none"> <li>Administrators and Directors will assess division workstations to determine if adjustments are needed. Facilities and M&amp;O will provide support to workstation adjustment requests.</li> <li>Determination of workspace will adhere to all CDC social distancing requirements.</li> </ul>
Develop standards and a schedule for regular and deep cleaning and disinfecting needs	<p style="text-align: center;"><b><u>M&amp;O Activities/Strategies</u></b></p> <ul style="list-style-type: none"> <li>Using CDC guidelines, high touch site disinfection rounds will be made daily in high traffic areas</li> <li>Deep clean using GenEon disinfection machines (Saline Solution) – Larger scale disinfection with no chemicals will be conducted nightly.</li> </ul>
Handwashing Protocols	<ul style="list-style-type: none"> <li>Posting CDC handwashing guidance in all restrooms and breakrooms.</li> <li>Frequent handwashing with soap and water and scrubbing for a minimum of 20 seconds.</li> <li>If a sink is not in proximity, please utilize the hand sanitizer stations.</li> </ul>
Identify locations for hand sanitizer stations	<ul style="list-style-type: none"> <li>The district shall provide hand sanitizer in all workspaces and common areas.</li> </ul>
Protocols for air filtration systems	<ul style="list-style-type: none"> <li>Regular preventative maintenance is completed on all air filtration systems at all sites.</li> </ul>



<b>Collaboration Guidance</b>	<b>Protocols</b>
Guidelines for social distancing at the worksite	<ul style="list-style-type: none"> <li>• Adhere to CDC guidelines.</li> <li>• Ensure a minimum of 6 feet between people.</li> <li>• Avoid handshaking when greeting others.</li> <li>• Avoid congregating in lobbies, hallways, etc. when traveling through the office.</li> <li>• Stagger breaks and lunches to ensure social distancing in break/lunchrooms.</li> </ul>
Guidelines for conference room usage and occupancy	<ul style="list-style-type: none"> <li>• All meetings will be held virtually.</li> <li>• If circumstances require in person meetings masks shall be required and social distancing of at least 6 feet will be insured.</li> <li>• All surfaces such as tables, doorknobs, chairs etc. shall be sanitized prior to holding in person meetings.</li> <li>• Until further notice, all outside groups will be excluded from district meeting spaces.</li> </ul>

<b>Leaves</b>	<b>Protocols</b>
Guidelines for requesting leave.	<ul style="list-style-type: none"> <li>• Employees will notify their immediate supervisor if they are unable to report to their worksite as directed.</li> <li>• Any employee who is unable to work during their assigned duty time due to illness or any other reason, must use the districts reporting system to request leave.</li> <li>• Bargaining unit members who submit a medical certification stating that the bargaining unit member is considered a high-risk group, including pregnancy, for COVID-19 and a physical return to on-site work would pose a health risk are not required to report to their worksite, and can work from home.</li> </ul>



## Attachment A

### ACKNOWLEDGMENT AND ASSUMPTION OF RISK OF COVID-19

#### Buttonwillow Union School District

By signing below I understand the risks of bringing a child on campus. I understand that according to the MOU between Buttonwillow Union School District and the Buttonwillow Teachers' Association that if I choose to bring my child on campus the child can not:

- be in the office area
- be on the playground except to walk from the car to my classroom
- play with school equipment
- go to a classroom other than my own or,
- interrupt lessons that I am providing my students
- I understand that this opportunity may be revoked upon the first violation of the agreement

#### RELEASE AND WAIVER PARENT/GUARDIAN

I, \_\_\_\_\_ (also referred to as the "undersigned"), hereby expressly acknowledge the risk that my son/daughter may contract the Coronavirus, also known as Covid-19, and any other virus or disease that may be communicable in any form or fashion, by and through his/her presence on School District grounds, his/her interaction with School District employees, students, or any third persons, and all people who may be present during those interactions and/or on District property before them, at the same time as they or after them, and by and through their use and participation of activities on School District grounds and property. I hereby expressly state that I am aware of the risks of contracting the Coronavirus, also known as Covid-19, and/or any other virus or disease that may be communicable in any form or fashion, and I knowingly assume and accept the risk of my son/daughter contracting any such virus or disease by and through their presence on School District grounds and/or use of School District facilities.

I have chosen to utilize the school district childcare voluntarily and for my own personal convenience. I further accept, acknowledge and represent that any and all health care and medical costs associated with their contracting the Coronavirus\Covid-19 or any other disease, shall be assumed and paid solely by me, the undersigned.

In addition, I hereby expressly release from all liability and damages, and waive all liability and damages as to, **Buttonwillow Union School District** and its employees, students, administrators, board members, volunteers, agents, liability pools, insurers, contracted service

providers, and all other persons and entities (also referred to herein as “released parties”), for any and all injuries, damages, costs and expenses whatsoever, to my son/daughter for contracting, testing positive, and/or becoming infected with or by the Coronavirus\Covid-19, or any other virus or disease, based in any way upon their presence at Buttonwillow Union School District or any of its locations or properties; my son/daughter’s use of School District facilities or equipment; my son/daughter’s interaction with any School District employees, students, volunteers, administrators or agents, or any other third persons on School District property or premises; or in any other way associated with my interactions with the School District and its employees and agents.

This release and waiver specifically releases released parties from their own acts of negligence, from their own actions and their own failures to take action, that caused my son/daughter to contract the Coronavirus\Covid-19 or any other disease during the their presence on School District property and/or interaction with any released party, whether or not released parties have complied with any or all applicable governmental or recommended health and safety policies and laws.

I acknowledge that my son/daughter are assuming the risk of contracting the Coronavirus\Covid-19 and any other diseases by and through their own actions, and I knowingly and intentionally waive any legal rights, causes of action and damages they may have against released parties, and knowingly and intentionally release all released parties from any legal rights, causes of action and damages that they do or may suffer as a result of their presence on School District property, use of School District facilities\equipment\property, interaction with School District personnel, interaction with any released party, or otherwise associated with their presence or participation in any School District matter or on any School District property.

Date: \_\_\_\_\_

Parent/ Guardian Signature: \_\_\_\_\_

Student’s Name: \_\_\_\_\_

# Daily Symptom Review

Daily self-assessments can contribute to the overall health and well-being of our work environment. Prior to coming to work each day, please take a moment to consider whether or not you are experiencing any of the following symptoms before reporting to your work assignment:



Fever/Chills



Shortness of breath or difficulty breathing



Cough not due to a chronic or known condition



Sore throat



Muscle pain



New loss of taste or smell

If you are experiencing any of the above symptoms, or have recently been exposed to someone who has or someone who has a confirmed COVID-19 infection or exposure, please stay home, notify your direct supervisor and follow established leave procedures. If you start experiencing any of the above symptoms while you are at work, immediately notify your supervisor.

