

Final
MEMORANDUM OF UNDERSTANDING
BETWEEN
Biggs UNIFIED SCHOOL DISTRICT
AND
TEACHERS ASSOCIATION OF Biggs (BUTA)

REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE 2020-2021 SCHOOL YEAR.

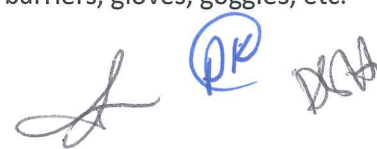
September 8, 2020

The Biggs Unified School District ("District") and the Teachers Association of Biggs ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 and the opening of schools during the 2020-2021 school year under a Distance Learning model.

The Parties agree to the following:

ARTICLE 1: DEFINITIONS

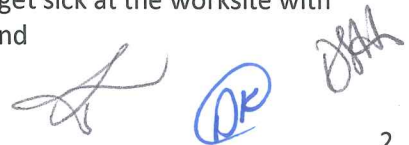
- 1.1 "Classroom" – is any academic, learning, assessment, or instructional space used by students, certificated, classified, parents, administrators, or other adults on a school campus. This applies to both indoor and outside learning spaces, and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus.
- 1.2 "Common Equipment" – is any school equipment or structure that is designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, recess/playground equipment, physical education equipment, pens, pencils, etc.
- 1.3 "Common Space" – is any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but is not limited to, school offices, nurse stations, playgrounds, blacktops, quads or outdoor gathering spaces, hallways, bathrooms, etc.
- 1.4 "Face Coverings" – cloth face coverings or masks as recommended by federal, state, and local public health guidance.
- 1.5 "Hand Sanitizer" – this product must contain at least 60% alcohol. Ethyl alcohol is preferred and should be used when there is the potential of unsupervised use by children. Isopropyl alcohol hand sanitizers are more toxic and can be absorbed through the skin. Hand sanitizers containing methanol are toxic and shall not be used. (see CDC and FDA Advisories.)
- 1.6 "Personal Protective Equipment" – this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and may include face coverings, masks, N95 masks, face shields, neck guards, barriers, gloves, goggles, etc.



- 1.7 “Physical Distancing” – also known as social distancing to help decrease the spread of the virus by increasing the space between people to at least six (6) feet and reducing the number of different people with whom a person interacts.

ARTICLE 2: PERSONAL PROTECTIVE EQUIPMENT (“PPE”)

- 2.1 The District shall provide PPE to all unit members and students for every day that unit members or students are required to report to school sites.
- 2.2 In-lieu of using District-provided PPE, 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.
- 2.3 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.
- 2.4 If the District fails to provide PPE for the day, individuals will be sent home for the day. Unit members sent home due to lack of PPE will receive their full daily rate of pay. If a unit member chooses not to use PPE provided by the District and doesn’t have their own PPE, then they may choose to use leave from Article IX from the CBA.
- 2.5 Face Covering Requirements
- 2.5.1 All unit members must use face coverings in accordance with CDPH guidelines unless Cal/OSHA standards require respiratory protection. The district will distribute the CDPH guidelines on face coverings to each unit member.
- 2.5.1.1 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.
- 2.5.1.2 In order to comply with the California Department of Public Health (CDPH)/CalOSHA guidance for Schools and School Based Programs, schools must exclude students from campus if they are not exempt from wearing a face covering under CDPH guidelines and refuse to wear one provided by the school.
- 2.5.2 For unit members and students who cannot wear a mask according to Section 2.5.1.1, face shields shall be encouraged. Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus.
- 2.5.3 N95 masks, face shields, and gloves shall be provided to:
- 2.5.3.1 Unit members caring for individuals who get sick at the worksite with possible symptoms of COVID-19 illness; and



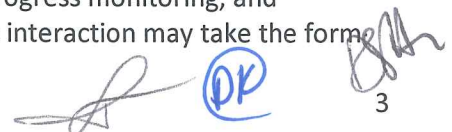
2.6 Hand Washing Requirements

- 2.6.1 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- 2.6.2 Hand sanitizer or directions to a wash station/restroom will be provided to individuals upon entering district sites.
- 2.6.3 The District shall comply with the following hand washing requirements:
 - 2.6.3.1 Every room with a sink shall be stocked with soap, hand sanitizer, and hand drying equipment at a height accessible to all students.
 - 2.6.3.2 Every classroom shall be provided hand sanitizer.
 - 2.6.3.3 Non-classroom workspaces and common spaces shall be provided hand sanitizer.
 - 2.6.3.4 Hand sanitizer or portable hand washing stations shall be provided at each collaboratively designated ingress and egress point on a school campus.
 - 2.6.3.5 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day that staff or students are on campus.

ARTICLE 3: DISTANCE LEARNING MODEL

3.1 Distance Learning

- 3.1.1 In order to provide consistency for parents and students, teachers will collaborate with other grade level constituents in order to identify a platform (Schoology, Google classroom, etc.) all teachers at the same grade level districtwide will utilize to provide lessons, assignments, etc. to their students. Teachers will use district adopted curriculum and may supplement as necessary to provide a standards based education, however lesson design, differentiation and the pace of instruction shall be at the discretion of the teacher based on the needs of their students. The coursework provided to students shall have the intention of promoting continuity of learning while students are not physically in school. This will include enrichment, intervention and/or exposure to new material. Administrators shall have access to all online learning platforms.
 - 3.1.1.1 All content shall be aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
 - 3.1.1.2 All students will be provided daily live interaction with certificated unit members for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form

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of internet, telephonic communication, or by other means permissible under any state or local guidance or public health orders and consistent with this MOU.

3.1.1.2.1 This daily live interaction shall be designed to meet the needs of students at the discretion of the classroom teacher. Teachers will provide daily direct instruction, and will remain present virtually in order to support small or large groups of students.

3.1.2 According to *Education Code 43501* as amended by SB98 the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-12 (240 daily minutes), these are the minimum instructional minutes, teachers are expected to work contractual hours.

3.1.2.1 When providing distance learning, academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level.

3.1.2.2 The bargaining unit member workday shall remain as described in the CBA. This will permit classroom teachers more time to provide live instruction, contact parents and absent students, and provide support to distance learning students. In order to provide consistency for parents and students, teachers will collaborate use district provided platforms, all teachers at that site or grade level will utilize to provide lessons, assignments, etc. to their students. Teachers will use district adopted curriculum and may supplement as necessary to provide a standards based education.

3.1.3 Bargaining unit members shall determine the means and methods for providing distance learning based on appropriate standards-based instruction, their resources, and their students' abilities to access the curriculum. Bargaining unit members shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow-up.

3.1.4 Bargaining unit members are expected to work and be available during their normal contractual work hours and workdays. Office hours/interactive instruction schedules shall be collaboratively agreed upon per site in order to provide students and parents with consistency and to avoid conflicts. Bargaining unit members shall have time each week designated to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms. The class schedule set per site will replace the corresponding schedules in the CBA, as long as the MOU is in full force and effect.

- 3.1.5 Interactive instruction should include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and provides the bargaining unit member opportunities to provide the student encouragement and feedback.
- 3.1.6 During the time the district provides Distance Learning, unit members shall have the option to work remotely, consistent with the conditions set forth in Appendix A. In the event a bargaining unit member reports to a district worksite, they shall be responsible for following all safety and health requirements in Sections 2.0 of this MOU.
- 3.1.7 Unit members who are working at the school sites will be allowed to leave the site after completion of schedule teaching hours and complete the remainder of their daily responsibilities remotely, including engaging with students/parents and prep work. Unit members are expected to complete this time in the same work type environment as outline for those working at home. While there is work flexibility in the afternoon work, unit members are still required to attend all scheduled meeting within the contract day. Examples of meeting include but not limited to: staff meeting, PLC's, or IEP's. The unit member MUST notify the office that they are leaving the site. The time spent commuting from the site to home is not consider part of the work day hours.
- 3.1.8 Consistent with *Education Code Section 51512* any recording of live/synchronous virtual instruction is required to have the consent of the teacher and the administrator, as well as follow the appropriate parent release protocol.
- 3.1.9 The district shall provide to employees all supplies, materials, apparatus, and equipment reasonably necessary to provide distance learning, including, as necessary, a technology device and Internet access. The parties acknowledge that the District has provided a work location at the school site that contains the equipment, supplies and technology necessary to perform their job duties. Unit members may check some items out in order to use when working remotely.
- 3.1.10 Teacher shall add administrator as instructor into Goggle Classrooms to facilitate virtual classroom walkthroughs.

3.2 Distance Learning Accountability Requirements

- 3.2.1 Teachers shall document daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided. A pupil who does not participate in distance learning when assigned to do so shall be documented as absent by the distance learning teacher, in accordance with State and District guidelines. The district will provide a form in which unit members will document participation.



- 3.2.1.1 Evidence of daily student participation includes but is not limited to the following:
 - 3.2.1.1.1 evidence of participation in online activities;
 - 3.2.1.1.2 completion of regular assignments and/or assessments; and
 - 3.2.1.1.3 contacts between employees of the District and pupils or parents or guardians.

ARTICLE 4: LEAVES

- 4.1 Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)
The District agrees to follow all provisions of the Families First Coronavirus Relief Act.
- 4.2 Industrial Accident Leave/Workers Compensation
 - 4.2.1 All provisions of the CBA pertaining to Industrial Accident Leave and/or Worker's Compensation remain in effect.

ARTICLE 5: EXTRACURRICULAR DUTIES AND REIMBURSEMENT

Unit members given preapproval by a site Administrator for extracurricular duties shall continue to receive stipends and/or additional pay, as provided for under the CBA. If a partial term was completed, then the stipend will be prorated.

ARTICLE 6: EVALUATION

- 6.1 Permanent unit member evaluation shall be paused while on distance learning.
- 6.2 Probationary unit members shall be evaluated according to the CBA.

ARTICLE 7: PUPIL PERSONNEL SERVICES STAFF AND OTHER STAFF NOT ASSIGNED A CLASS ROSTER

- 7.1 All certificated bargaining unit members not assigned as a classroom teacher and other staff working in these positions (including but not limited to counselors) shall maintain all physical distancing, PPE and safety requirements in this MOU.
- 7.2 Counselors shall maintain their regular work day and provide appointments for students to address Academic, Career and Social/Emotional development. Scheduled appointments can be conducted virtually or by phone.

ARTICLE 8: TRAINING

- 8.1 The District shall train all staff in any health and safety practices for which they will be expected to understand and comply with.



- 8.2 The District shall provide district approved software and optional training for bargaining unit members required to engage with students in a virtual setting.
- 8.3 Optional training related to COVID-19 and Distance Learning shall be pre-approved by site Administrators.
- 8.4 All pre-approved COVID-19 and Distance Learning related training hours, whether required or optional, shall be recorded on a timesheet and paid at the rate in the CBA.

ARTICLE 9: HEALTH SCREENING, TESTING, NOTIFICATION, and CONTACT TRACING

- 9.1 The District shall instruct all students, employees, and visitors to complete a daily self-wellness check for symptoms associated with COVID-19 infection prior to entering school grounds including temperature checks.
- 9.2 The District will comply with Butte County Public Health guidance regarding screening, testing, notification and contact tracing.

ARTICLE 10: BACK TO SCHOOL NIGHT

- 10.1 At a minimum, unit members will provide a short pre-recorded video including contact information, classroom expectations, and curriculum to satisfy the BACK TO SCHOOL NIGHT requirements. This will be posted by teachers to be accessible to families by their school scheduled BACK to SCHOOL NIGHT.

ARTICLE 11 SUBSTITUTE COVERAGE

- 11.1 Online Learning Model
 - 11.1.1 In the event of an elementary teacher absence, the teacher shall post links for daily learning in AESOP/Frontline Education and Google Classroom
 - 11.1.2 In the event of secondary teacher absence, the teacher shall ensure the site administrator has access to any links required to synchronous learning. The teacher shall also indicate in AESOP/Frontline Education that no substitute teacher is required. The teacher shall also notify their students and site administration of their absence.

ARTICLE 12: CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

Due to the evolving nature of the pandemic, the Association and the District reserve the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

ARTICLE 13: DURATION

This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties.



FOR THE DISTRICT:

Doug Koe
Superintendent

9-8-20
Date

FOR THE ASSOCIATION:

[Signature] 9-11-20
BUTA Co-President

9-11-20
Date

[Signature] 9/14/20
BUTA Co-President

9-14-20
Date

[Signature] PK [Signature]

Appendix A

BUSD Expectations of Certificated Staff during Distance Learning

Unit members have the option of working at their assigned school site or from a designated remote location. Unit members intending to work remotely during the period of distance learning shall submit a notification to their site Administrators in writing (email is acceptable). Should the unit member be unable to provide a remote location that allows him/her to perform the essential duties of their assignment, the employee will need to work from the school site. If the unit member chose to work remotely they must contact their site administrator before coming on to campus.

Unit members working remotely shall comply with the same rules and regulations as if working on-site, which includes work schedules, and job assignments. Except when specifically agreed, approval of remote work shall not change the compensation, benefits, or other terms and conditions of employment of a unit member.

Unit members working remotely are expected to conduct their work from a place at their primary residence which is safe and free of obstructions, hazards, and distractions. If the unit member is unable to perform duties from their primary residence, a unit member, in consultation with the site administrator, may change their remote workplace designation. Unit members will not perform their assigned duties while on a vacation or trip and will not request to work in locations other than their residence to extend scheduled breaks, vacations and/or weekends. Unit members shall report to their supervisor any serious injury or illness occurring in the home workspace or in connection with their employment as soon as practically possible in accordance with Board policy.

Unit members shall use caution in accessing information from networks outside of the district in order to safeguard confidential information. Unit members shall be responsible for maintaining and protecting equipment on loan from the district and shall adhere to the district's Technology Use Agreement.

Work done at a remote work location is considered official public business. District records and communications shall be retained and safeguarded against damage or loss and shall be kept confidential or made accessible to the public in accordance with law.

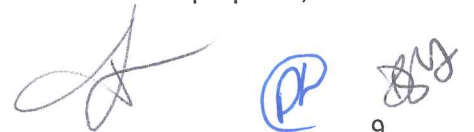
When working from home unit members shall focus on providing instruction and support to their students as well as fulfilling the remainder of their responsibilities during their workday.

Unit members shall ensure that any items visible in the virtual background shall be consistent with expectations of classroom decor.

Unit members shall present themselves professionally during their workday.

Unit members shall respond to students, parents, or guardians within a timely manner.

Unit members working remotely shall be responsible for ensuring that materials are prepared, delivered, and retrieved from their assigned school site.

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Appendix A (continued)

Unit members working remotely that are unable to perform their duties remotely due to health concerns, should use available leaves in the same manner as if they were working from the worksite.

Unit members shall attend any regularly scheduled meetings virtually when directed by their supervisor consistent with relevant provisions of the Collective Bargaining Agreement.

Failure to comply with the expectations set forth in the MOU and this Appendix may result in the revocation of a remote working arrangement.

Step 1 - The district shall first issue a verbal counseling/warning of a failure to comply with the expectations of a remote working arrangement.

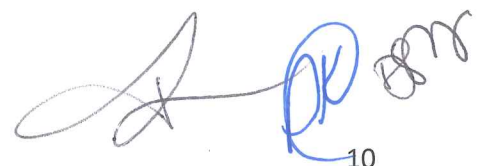
Step 2 – The unit member shall be provided training related to the issue if appropriate.

Step 3 – The unit member shall have ten (10) days to rectify the issue.

Step 4 - The district shall provide a written warning to the unit member of the intent to revoke the remote working arrangement.

Step 5 - The unit member shall have five (5) days to rectify the issue once they have received the written notification.

Step 6 – The district may terminate the remote working arrangement and require the unit member to work from their school site.

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