

AGENDA- (Special Board Meeting)
KINGSBURG JOINT UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES
 Board Room 1900 18th Avenue 7:30 a.m.
 Kingsburg, CA 93631
 November 3rd, 2020
 KJUHSD.com/Zoom

1. CALL TO ORDER _____

2. SALUTE TO THE FLAG

3. ROLL CALL AND ESTABLISHMENT OF A QUORUM

Members Present _____

Members Absent _____

4. OTHERS PRESENT _____

5. APPROVAL OF AGENDA

Motion _____ Second _____ Vote _____

6. PUBLIC COMMENT

A special meeting of the Board of Trustees of the Kingsburg Joint Union High School District has been duly called at the hour of 7:30 a.m. in room #60 at Kingsburg Joint Union High School District to consider the following items of business to be upon the agenda:

Public Comment
 For regular meetings, the public is provided an opportunity to address not only any item on the agenda but any item within the subject matter jurisdiction of the Kingsburg Joint Union High School District. **Disclaimer:** The opinions expressed in public comments are the authors own and do not necessarily reflect the official policies or position of the Kingsburg Joint Union High School District

Members of the public who wish to provide public comment during observed COVID-19 social distancing guidance may email the district at PublicComment@Kingsburghigh.com by 4:00 p.m. the Friday before the meeting date, which generally lands on Monday. Public comments are limited to three minutes or 450 written words per speaker. Twenty (20) minutes per issue will be allowed. Please note you are not compelled to provide a name and can comment anonymously. The public comments will be read in the order they are received. The comments will be read outload during the public comment portion of the meeting.

Board of Education is prohibited by law from taking action on matters discussed that are not on the agenda and no adverse conclusions should be drawn if the Board does not respond to public comments made at this time. Concerns will be referred to the Superintendent's office for review and response.

Board Room Accessibility: The Kingsburg Joint Union High School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability related modification or accommodation, including auxiliary aids or services to participate in the public meeting, please contact the Administrative Assistant to the Superintendent at 897-7721 at least 48 hours before the scheduled Board of Trustees meeting so that we may make every reasonable effort to accommodate you [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132.)]

7. ACTION

- 7.1 Memorandum of Understanding for Hybrid Learning & Its Effects Between Kingsburg Joint Union High School District Board of Trustees and the Kingsburg Joint Union High School District California Teachers Association 3

8. ADJOURNMENT _____
(Time)

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____
Nagle: _____ Serpa: _____ Lunde: _____ Jackson: _____ Thomsen: _____

ISSUE: Presented to the Board is the Memorandum of Understanding for Hybrid Learning and Its Effects Agreement Between Kingsburg Joint Union High School District Board of Trustees and the Kingsburg Joint Union High School District California Teachers Association

ACTION: Approve or deny the Memorandum of Understanding for Hybrid Learning & Its Effects Between Kingsburg Joint Union High School District Board of Trustees and the Kingsburg Joint Union High School District California Teachers Association.

RECOMMENDATION: Recommend approval

FOR BOARD ACTION:

Motion _____ Second _____ Vote _____
Nagle: _____ Serpa: _____ Lunde: _____ Jackson: _____ Thomsen: _____



Kingsburg Joint Union High School District

1900 18th Ave Kingsburg, CA 93631 (559) 897-7721 FAX (559) 419-6404

Don Shoemaker – Superintendent

Board of Trustees: Rick Jackson ♦ Brent Lunde ♦ Steve Nagle ♦ Mike Serpa ♦ Johnie Thomsen

COPY

Memorandum of Understanding for Hybrid Learning and Its Effects

Agreement Between Kingsburg Joint Union High School District Board of Trustees and the Kingsburg Joint Union High School District California Teachers Association

1. Teachers shall provide a minimum of 40 minutes of work for students during asynchronous learning as required by SB98. Recording is not a requirement for synchronous or asynchronous learning in a hybrid model.
2. Attendance and grading procedures will follow SB98 in its current iteration. To ensure student engagement, teachers shall keep up to date grades in Aeries. The minimum requirement for updating grades is once every two weeks.
3. In the event of an illness (not Covid-19 related), teachers shall follow normal sub procedures and provide work for students, as usual. Teachers shall not be responsible for teaching on any online platform in this scenario. If the illness is severe and providing work cannot be accomplished, please notify your department chair for assistance.
4. In the event of a Covid-19 related illness of a staff member, the District shall follow the protocol set forth by the Fresno County Department of Health and Families First Coronavirus Response Act (FFCRA).
5. In the rare event of a Foggy Day, buses will be cancelled. Teachers will report to campus before the PM synchronous instruction begins. Teachers will be expected to provide asynchronous instruction to AM students and face to face instruction for PM students.
6. Non-probationary teachers will not be formally evaluated in a hybrid situation. If non-probationary teachers are unable to be observed this year due to the unusual nature of hybrid scheduling, the site principal will draft a new evaluation schedule by the end of the 2020-21 school year for the 2021-22 and 2022-23 school years. The new schedule will be drafted to address the balance of observations for the two year cycle. However, probationary evaluations still apply. Administrators retain the right to formally observe instruction (as long as they do not exceed maximum capacity), upon notification, in order to support teachers with growth in instructional practices.
7. Leave of Absence Provisions of the CBA will be used to ensure all teachers will be granted any and all available leaves, including permissive, Family First Coronavirus Response Act (FFCRA), or FMLA, thus giving an opportunity other than resignation.

Requests for such accommodations will be considered on a case-by-case basis and only with supporting medical documentation from a medical provider that indicates their risk cannot be mitigated by PPE and the safety precautions set in place by the district.

8. Teachers shall be required to complete their 18 additional hours. The district reserves the right to make this requirement less should events be canceled. Teachers shall still get paid for 18 hours if this occurs. Consideration shall be taken for equitable assignment of weekly hours should the time frame required to complete 18 hours be compressed due to Covid-19 restrictions on extracurricular activities. Teaching staff choose their 18 hour duty assignments. If assigned by administration, no more than two events will be assigned in one week without teacher approval.
9. The District shall provide teachers with Covid-19 training in dealing with public health, hygiene, cleaning and sanitation measures recommended by the department of public health. All staff will be trained in procedures on identifying and responding to any individual who may have COVID-19 symptoms.
10. The District shall follow and maintain all outlined protocols and COVID safety procedures referenced in the District's Standard and Protocol Guidelines document, attached hereto as Addendum A, including adequate HVAC filtration and CDPH compliant testing and contact tracing protocols.
11. The District shall provide all necessary supplies for preventative sanitation measures, including Personal Protective Equipment (PPE) as described in the District Standard and Protocol Guidelines document. PPE includes the following: masks, hand sanitizer, disinfecting wipes, face shields, and other PPE as needed. Please see the district designee for all PPE requests.
12. The District and teachers shall adhere to all physical distancing requirements as outlined by the FCDPH.
 - a. A maximum capacity for each room will be established and posted, including both students and adults.
 - b. Prior to the physical return of students, administration and/or maintenance will collaborate with individual teachers in the initial configuration of unique classroom design so that setup is conducive to meeting both safety requirements and reasonable learning conditions. Teachers shall notify their site principal of any concerns.
 - c. Administration will balance am/pm splits as equitably as possible and in accordance with the maximum capacity established for that teaching space.
13. The District shall also clean and disinfect rooms and common areas in accordance with the "Return to School Health and Safety Plan Under COVID-19 Conditions".
14. The District shall require the use of facial covering consistent with the **California Department Public Health guidance** for all students, staff, parents, and community members at the school site or district building. All face coverings must follow the dress

code on site. Exceptions for face coverings are listed in the CDPH guidelines and KJUHS D Covid 19 Standard Protocols Guidelines. Examples for exceptions: outside with social distancing, alone in the office or classroom environment. According to CDPH guidelines, adults and children two years of age and older with serious medical conditions including respiratory illnesses may be exempted from either the masking requirement or the face shield and drape requirement by a licensed health care provider who has included documentation in their medical record indicating the medical diagnosis that is the basis for exemption(s).

15. The District shall communicate with teachers as well as the Fresno County Department of Health within 24 hours of a suspected or confirmed COVID-19 case to the extent legally permitted according to HIPAA regulations as well as any school or building closures due to infection. In addition, KJUHS D will use the letter templates provided by the Fresno County Department of Health when necessary. KJUHS D COVID-19 Illness and Quarantine Guidelines
 - a. Staff members and students will complete daily self-certification regarding the presence/absence of COVID-19 symptoms at the beginning of each school day.
 - b. A staff person or student who reports having symptoms of COVID-19 or that they have been exposed to an individual with symptoms or who tested positive for COVID-19 will not report to their workstation/classroom and will notify the district designee.
 - c. District contact tracing will be completed by the district designee following the CDPH guidelines.
 - d. Staff members in close contact or with limited exposure to an individual who tests positive for COVID-19 shall be notified as soon as possible to the extent legally permitted according to HIPAA regulations as well as any building or school closures due to infection as outlined by the FCDPH so long as the guideline.
 - e. Individual school closure is recommended based on the number of cases, the percentage of the teachers/students/staff that are positive for COVID-19, and following consultation with the Local Health Officer, in accordance with the current iteration of the FCDPH guidance.
16. Virtual options for employee meetings will be made available whenever possible. When this is not possible meetings will be held in a space where employees can be socially distant.
17. In the event of resumed distance learning, the previous MOU for Distance Learning will be reinstated. Additionally, teachers shall have no less than 48 hours advance notice before being required to return to Distance Learning. Teachers will be required to provide asynchronous instruction during the 48 hour window.
18. This MOU resolves the negotiable effects of Hybrid Learning due to the COVID-19 pandemic. Parties reserve the right to negotiate any additional impacts related to COVID-19. This MOU is non-precedent setting and shall expire automatically of its own

accord on June 4, 2021, unless the parties mutually agree in writing for another specified period.

19. The current Collective Bargaining Agreement provisions between the Association and the District not addressed by the terms of this MOU shall remain in full effect.

This Memorandum of Understanding for Hybrid Learning and its Effects is subject to ratification and board approval.

Kingsburg Joint Union High School District
Teachers Association

Kingsburg Joint Union High School District
Board of Trustees President

Kingsburg Joint Union High School District
Teachers Association

Kingsburg Joint Union High School District
Superintendent

Date:

Date: