

**MUROC JOINT UNIFIED SCHOOL DISTRICT
REGULAR BOARD MEETING**

**District Board Room
Richard B. Lynch Educational Center
17100 Foothill Avenue + North Edwards, CA 93523**

**ADDENDUM TO AGENDA
August 12, 2020**

Approval is requested to remove, add, and/or amend the following items to the Board Agenda:

Pursuant to Government Code 54954.2, two-thirds of the Board members present must determine that: (a) there is a need to act immediately, and (b) the need for the action came to the District's attention after the agenda was posted

CONSENT AGENDA

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New Items:

- | | |
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| L. Spectrum Enterprise Service Agreement | |
| 1. Stay Connected K12 Internet Service Addendum | CA 65-72 |
| M. Personnel Actions | |
| Resolution 08-20-05; Linley Holman, Provisional Internship Permit for Elementary | CA 73 |
| N. Memorandum of Understanding (COVID-19) | CA 74-79 |
| With California School Employees Association and its Chapter #340 | |
| O. Memorandum of Understanding | |
| Certificated Negotiations for the 2020-20201 School Year | CA 80-81 |
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| With Muroc Education Association | |



**STAY CONNECTED K-12 INTERNET SERVICE ADDENDUM
TO
SPECTRUM ENTERPRISE SERVICE AGREEMENT**

This Stay Connected K-12 Internet Service Addendum (the "Addendum") is entered into by and between Muroc Joint Unified School District ("Customer") and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) ("Spectrum") and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). This Addendum shall be effective as of the Spectrum signature date below (the "Addendum Effective Date"). Spectrum and Customer may each be referred to as a "Party" or collectively as the "Parties." In the event of any conflict between the terms of the Service Agreement and those of this Addendum, the terms of this Addendum shall control. Unless otherwise specified herein, all capitalized terms shall have the same meaning as set forth in the Service Agreement.

DUE TO THE PANDEMIC CAUSED BY THE CORONAVIRUS (COVID 19), THE PARTIES HAVE AGREED TO ENTER INTO THIS ADDENDUM TO THE SERVICE AGREEMENT IN ORDER TO PROVIDE "INTERNET SERVICE" (AS DEFINED BELOW) ON AN URGENT BASIS TO CUSTOMER'S DESIGNATED END USERS. CUSTOMER SHALL NOT SUBMIT THIS ADDENDUM OR ANY SERVICE ORDER PLACED HEREUNDER TO THE SCHOOLS AND LIBRARIES (E-RATE) DIVISION OF THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY (USAC), OR ANY OTHER ENTITY APPOINTED BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC) TO ADMINISTER THE USAC PROGRAM WITH RESPECT TO E-RATE FUNDING OR UNDER SUCH USAC PROGRAMS, PROVIDED, HOWEVER, THAT IF THE FCC SUBSEQUENTLY AUTHORIZES E-RATE FUNDING FOR THE INTERNET SERVICE PROVIDED UNDER THIS ADDENDUM, SPECTRUM SHALL WORK TOGETHER WITH CUSTOMER TO DEVELOP AND EXECUTE A FURTHER ADDENDUM PERMITTING CUSTOMER TO APPLY FOR E-RATE FUNDING TO THE FULL EXTENT AUTHORIZED BY LAW.

1. Spectrum Internet Access Service.

- a. Customer requests that Spectrum provide a residential high-speed Internet access service, including Wi-Fi ("Internet Service"), to qualified individuals who are eligible to receive the Internet Service ("End Users"). End Users will be instructed to request Internet Service through Customer and will not be permitted to order Internet Service directly through Spectrum.
- b. Spectrum will provide Internet Service to End Users at serviceable residential addresses (as determined by Spectrum) within a Spectrum service area. All such "Service Locations" will be identified in the initial or subsequent Service Order(s) placed pursuant to this Addendum, or modified pursuant to a move, add, disconnect process as required by Spectrum. Customer may add new Service Locations on a weekly basis. The Stay Connected K-12 program is not intended for use by Customer at school sites, district offices, or other Customer-controlled locations. Internet Service may not be available in all areas and all submitted Service Orders are subject to approval and acceptance by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (i) Spectrum's written acceptance, or (ii) Spectrum's delivery of the Internet Service, such Service Order shall be deemed incorporated into the Service Agreement. If during installation review or attempted installation, Spectrum determines that construction is required to deliver the Internet Service to a Service Location, Spectrum reserves the right to notify Customer that Spectrum is unable to provide Internet Service to such Service Location.
- c. Spectrum may, in its discretion, modify the Internet Service offered to Customer and End Users or otherwise delete, add, or change any or all of the functionality or features included or available through use of the Internet Service. Some features and functionality of the Internet Service may not be compatible with all End User equipment and software or otherwise available to all End Users.
- d. If End User requests a different Internet service offering or speed tier, Spectrum will notify End User that no changes are permitted to the Internet Service offered through the Stay Connected K-12 program. If requested by End User, Spectrum may provide additional services to End User such as video, voice or Internet services under a separate agreement directly between End User and Spectrum. Only an authorized representative of Customer may request move, add, or disconnects and any requests from End Users to make such changes shall be directed to Customer.



2. Pricing; Service Fees; Additional Remedies for Payment Default.

- a. Customer shall pay the monthly recurring and non-recurring charges set forth in a Service Order ("Service Charges"), plus applicable taxes, fees, and surcharges. Spectrum will invoice Customer as set forth in the Service Agreement. Spectrum will not assess an installation charge for: (i) self-installation Service Locations, (ii) Service Locations that require technical installation because such Service Location has never received any Spectrum services, or (iii) if requested by Customer to accommodate accessibility considerations. If the foregoing conditions are not met and Customer requests a technician installation, then Spectrum will invoice Customer for the installation charge set forth in the Service Order.
- b. Customer shall order a minimum of 50 new Service Locations to start billing within 1 year from the Addendum Effective Date. For self-installation orders, Spectrum will begin billing Customer from the earlier of (i) when Internet Service is activated by End User, and (ii) approximately 8 calendar days after initial shipment of self-installation kits to Service Locations; and for orders that require technician installation, Spectrum will begin billing Customer the day of installation (in each case the "Service Order Commencement Date"). Spectrum will issue one bill to Customer each month based on the number of Service Locations at any time during such month. Spectrum will not pro-rate billing for partial months of service based on addition or deletion of Service Locations.
- c. Customer's failure to pay the Service Charges in full by the balance due date of the month shall be a material breach of this Addendum, and Spectrum shall, in addition to any other remedies available to it, have the right at its sole option to (i) immediately suspend the Internet Service to End Users, in whole or in part; and/or (ii) terminate this Addendum upon thirty (30) days notice, in which event Customer shall be liable for the "Termination Charge" (as defined below).

3. Term; Termination.

- a. This Addendum begins as of the Addendum Effective Date and shall remain in effect so long as Customer continues to purchase Internet Service, unless terminated earlier in accordance with the Service Agreement (the "Term"). The "Initial Order Term" shall be as specified in the Service Order starting on the Service Order Commencement Date. Thereafter, the Order Term shall continue on a month-to-month basis. Notwithstanding anything to the contrary, whether during the Initial Order Term or during any month-to-month term, either Spectrum or Customer may elect to not renew the Internet Service by written notice provided to the other at least sixty (60) days in advance of the expiration of the then-current Order Term.
- b. Termination Charges. If a Service Order is terminated, in whole or in part, for any reason other than Spectrum's default, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid installation charges.

4. End User Information. Customer acknowledges and agrees that in order for Spectrum to provide the Internet Service, Customer must provide a limited amount of End User and Service Location data concerning an adult End User, parent or adult legal guardian of an applicable End User, such as contact name, Service Location address, email address (if available), and telephone number (if available), collectively "Limited Directory Information") in order to enable Spectrum to install the Internet Service and communicate with End Users in connection with the Internet Service. Customer represents and warrants to Spectrum that: (a) it has provided only the minimum necessary Limited Directory Information (b) Customer's disclosure of such Limited Directory Information complies with all applicable laws and regulations, including without limitation The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99); and (c) Spectrum's receipt of and/or access to and use of Limited Directory Information does not and will not violate any right of privacy, personal or proprietary right, or other common law or statutory right of any third party. Customer further acknowledges that Spectrum: (i) communicates with End Users that voluntarily contact Spectrum regarding the Internet Service and other services that Spectrum offers in the service area, and (ii) sends general marketing and advertising communications to all households within Spectrum's



service area, which may include End User households, as a result of independent marketing activities that are unrelated to any Limited Directory Information provided to Spectrum by Customer.

5. **End User Terms.** Spectrum will present End Users with the applicable terms of service for the Internet Service. End Users, on behalf of every member of its household, current and future, and every visitor to or guest in its household, and any other person who uses the Internet Service (together with End User, the "End User Group"), will be bound by the terms of service applicable to the Internet Service, the Spectrum Subscriber Privacy Notice, and Acceptable Use Policy, which may each be found at www.spectrum.com, under "Terms of Service/Policies" and "Your Privacy Rights," as such may be updated from time to time (collectively, the "Terms of Service"). End User's acceptance of the work order presented upon installation of the Internet Service, and/or any other form of signature or action indicating intention to use (e.g., online acceptance, e-signature or breaking the seal on the box of a self-installation kit, or activation of service) are evidence of End User Group's agreement to the Terms of Service. Spectrum may change the Internet Service and/or the Terms of Service. The End User Group's continued use of the Internet Service after notice of the change shall be considered the End User's acknowledgement and acceptance of the changes, and the most-recent version of these Terms of Service controls End User's relationship with Spectrum and Spectrum's provision of Internet Service to End User. End User may not modify the Terms of Service by making any typed, handwritten, or any other changes to it for any purpose. Customer acknowledges that Spectrum may suspend or terminate Internet Service to any End User that does not comply with the Terms of Service.
6. **Internet Service Installation.** Solely with respect to installation of Internet Service pursuant to this Addendum, the following provisions will replace Section 5 of the Spectrum Enterprise Commercial Terms of Service or any applicable installation terms under a mutually negotiated service agreement. Spectrum will deliver a self-installation kit, with the required modem and router equipment ("Equipment") and instructions, directly to the End User at such End User's Service Location to enable activation and use of the Internet Service. If self-installation is not available for the Service Location because the Service Location has never received any Spectrum service, End User requires accessibility accommodations, or if Customer requests a technician installation, then Spectrum will provide technician installation on the terms set forth below:
 - a. **Access.** Customer will obtain from each End User consent for Spectrum to access the Service Location to install the Internet Service prior to delivery of any End User location(s) to Spectrum. If an End User does not consent to permit Spectrum to access the Service Location, or if an adult is not present at all times when Spectrum attempts to and is installing the Internet Service, then Spectrum may decline Customer's request for Internet Service with respect to such Service Location, without any liability to Customer.
 - b. **Installation.** If Spectrum is unable to install the Internet Service as a result of End User's failure to provide access to a Service Location or if there is no adult present, then Customer shall pay Spectrum a Service Charge at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional Service Charge for each subsequent trip necessary to perform the Internet Service installation.
 - c. Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Internet Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship. If installation and maintenance of Internet Service at a Service Location is or becomes, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or property or the public, including without limitation due to the presence of asbestos or other hazardous materials, Spectrum may refuse to install and maintain such Internet Service or stop providing Internet Service until such time as the condition is remedied or an alternative Service Location is designated that is not hazardous or dangerous.
7. **Equipment.** Customer acknowledges and agrees that only Spectrum-provided Equipment will be used in connection with the Internet Service and End Users cannot use their own modems and routers. Additional information regarding use and support of any equipment or software is available at www.spectrum.net/support. Spectrum is not responsible for compatibility, repairs, or trouble issues related to third party or End User-supplied hardware, software, or other equipment. Spectrum's End User Terms of Service require that End Users return the Spectrum-provided Equipment to Spectrum if and when Internet Service is terminated. If an End User either returns damaged



Equipment or does not return the Equipment, Customer is responsible to pay assessed fees for any lost, damaged, or unreturned Equipment.

8. Support. Spectrum shall provide Customer with contact information for inquiries and remote problem support for the Internet Service. Customer or Spectrum may provide Spectrum's support contact information to its End Users and both Customer and End User may contact Spectrum directly. End Users are responsible for the installation, repair, use, and support of any third party equipment, software, or services.
9. No Resale. Customer shall not, and shall further ensure that its End Users do not, re-sell or re-distribute (whether for a fee or otherwise) access to the Internet Service, in any manner without the express prior consent of Spectrum, including without limitation, any use to provide services for the benefit of, or on behalf of, any third party.
10. Acceptable Use. End Users will be responsible for all use (whether or not authorized) of the Internet Service and any charges incurred through use of the Internet Service. If necessary, Customer shall cooperate with Spectrum to support enforcement of the Terms of Service with regard to End Users' use or misuse of the Internet Service.
11. Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the contents of this Addendum and any exhibits, attachments, and Service Orders. Customer may not issue a press release, public announcement, or other public statements regarding this Addendum without Spectrum's prior written consent.
12. Indemnification. In addition to its indemnification obligations set forth in the Service Agreement, and unless prohibited under applicable law, Customer, at its own expense, shall indemnify, defend and hold harmless Spectrum, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the "Indemnified Parties") against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:
 - a. Customer's breach of its representations, warranties, or covenants in Sections 4 and 11 of this Addendum (End User Information, Confidentiality);
 - b. End Users' use or misuse of the Internet Service;
 - c. Claims brought by or on behalf of End Users with respect to Internet Service provided to End Users pursuant to this Addendum;
 - d. Personal injury or tangible property damage caused by End Users' negligence or willful misconduct.

Spectrum Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

13. No Third Party Beneficiaries. The terms of this Addendum and the Parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Addendum, and the consideration provided by each Party hereunder only runs to the respective Parties, and that no person or entity not a Party to this Addendum shall have any rights hereunder nor the right to require performance of obligations by either of the Parties. For avoidance of doubt, End Users are not a party to this Addendum.

[Signature Page Follows]



BY EXECUTING THIS ADDENDUM BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF THE ADDENDUM AND THE SERVICE AGREEMENT, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

SPECTRUM

Charter Communications Operating, LLC
By: Charter Communications, Inc., its Manager

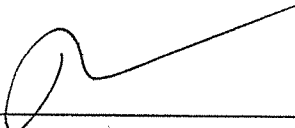
By: _____

Printed Name: _____

Title: _____

Date: _____

CUSTOMER

By:  _____

Printed Name: TREVOR WALKER

Title: CISO

Date: 8-7-20

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Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: _Karri Davidson

Phone: 657-208-5764

Cell Phone: 949-395-2649

Fax:

Email: Karri.davidson@charter.com

Order # 12033963

Customer Information: Customer Code		
Business Name	Muroc Joint Unified School District	Customer Type:
Billing Address		
17100 Foothill Ave		
Edwards, CA 93523		
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Trevor Walker	661-258-4178	TWALKER@MUROC.K12.CA.US
Account Number:		
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Trevor Walker	661-258-4178	TWALKER@MUROC.K12.CA.US
Technical Contact	Technical Contact Phone	Technical Contact Email Address
Trevor Walker	661-258-4178	TWALKER@MUROC.K12.CA.US



Monthly Charges				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
Stay Connected K-12 - WiFi Service	98	\$0.00	\$0.00	Month to Month
Stay Connected K-12 - Spectrum Internet	98	\$29.99	\$2939.02	Month to Month
*Total			\$2939.02	
*Prices do not include taxes and fees.				

One Time Fees			
Description	Quantity	Sales Price	Total
Stay Connected K-12 - Self Install Activation	91	\$0.00	\$0.00
*Total			\$0.00
*Prices do not include taxes and fees.			

**Special Terms**

The Service Locations to which this Service Order relates are reflected in Exhibit A hereto.

Notwithstanding anything herein to the contrary, the services provided under this Service Order are also subject to the applicable Stay Connected Service Addendum that has been entered into by the parties.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Customer

Printed Name and Title

Date Signed

MUROC JOINT UNIFIED SCHOOL DISTRICT

RESOLUTION 8-20-05

On the motion of Trustee _____, seconded by _____, a resolution to approve a Provisional Internship Permit was adopted as follows:

BE IT RESOLVED by the governing Board of Muroc Joint Unified School District and hereby ordered that:

Board approval is required for the appointment of an employee on the basis of a Provisional Internship Permit. The District has conducted a diligent search for a suitable candidate and have been unable to find a fully-credentialed teacher. It is recommended that the Board approve the Provisional Internship Permit for the following candidate.

<u>Name of Candidate</u>	<u>Assignment</u>
Linley Holman	Elementary

PASSED AND ADOPTED this 12th day of August, 2020, by the Governing Board of the Muroc Joint Unified School District of Kern County, California, by the following votes:

AYES: _____ NOES: _____ ABSENT: _____

STATE OF CALIFORNIA
COUNTY OF KERN

I, Kevin D. Cordes, (Secretary) of the Governing Board of the Muroc Joint Unified School District of Kern County, California, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at its regular meeting of August 12, 2020.

_____ Signature	<u>Kevin D. Cordes</u> Secretary to the Board
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**MEMORANDUM OF UNDERSTANDING
BETWEEN
MUROC UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS MUROC
CHAPTER #340**

**REGARDING RETURN IMPACTS AND EFFECTS ON THE CSEA BARGAINING
UNIT**

This memorandum is agreed between the Muroc Unified School District (District) and the California School Employees Association and its Muroc Chapter #340 (together "CSEA") concerning the impacts and effects of resumed District operations under post-COVID 19 conditions.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.

To these ends, the District and CSEA agree as follows:

1. Safety:

The District shall follow health guidelines and orders, including but not limited to:

- Maintaining appropriate changes to physical layout to maintain physical distancing
- Supplying handwashing locations (soap and water, not only sanitizer) and adequate break time for employees to wash hands, at least every half hour
- Provide necessary supplies for preventative sanitation measures (such as soap and water, disposable towels or tissues, hand sanitizer and masks/face coverings).
- Provide protective equipment to complete assigned tasks.
- Ensure that drivers have access to surplus masks to provide to students who do not have a mask.

Physical Distancing:

- Plan to limit the number of people in all campus spaces to the number that can be reasonably accommodated while maintaining a minimum of six feet, or current CDC recommended distance as often as practicable;
- In circumstances where sufficient physical distancing is difficult or impossible, all individuals, including staff and students should wear face coverings.

- The District agrees to develop a plan to minimize access to campus, and limit non-essential visitors, facility use permits, and volunteers.

Personal Protective Equipment:

- The District shall provide sufficient protective equipment to comply with CDPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements.
- Train staff and students on proper handwashing techniques and PPE/EPG use.

Reporting Unsafe Conditions

In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment to the immediate supervisor. The supervisor shall, within two (2) working days, respond in writing to the employee, with simultaneous copy to CSEA, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints or to bring a grievance for violation of this agreement.

All employees shall have the right, without retaliation, to refuse to perform work if the safety protocols specified in this MOU are not being followed, by notifying their supervisor in writing of such refusal and the basis therefore. Employees may be directed to complete alternate work or work under modified conditions as directed until conditions are made safe for the completion of the original assignment, provided modification sufficiently addresses safety concern(s).

2. Screening:

The District agrees to maintain specific plans for health screenings and clear standards in accordance with CDC guidelines.

Bargaining unit members required to perform health screenings for students and staff will be trained by School Nurses to ensure proper use of thermometers and will be provided proper PPE such as gloves, face shields and or masks. Temperature taking duties shall first be offered to bargaining unit members on a voluntary basis. Participating bargaining unit members shall be trained in screening technique prior to screening.

The District agrees to encourage "Passive Screening" of staff prior to leaving to attend their shift:

Encouraging staff to self-screen before leaving for work by answering screening questionnaire (check temperature to ensure temperatures below 100.4 degrees Fahrenheit, check for symptoms outlined by public health officials) and to stay home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19. The District will provide an online questionnaire to employees. Supervisors shall not require employees to submit paper copy of symptom screening.

3. Testing and Tracing:

- The District will work with County Health Officials in any necessary public health actions such as contact tracing of infected individuals.
- CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

4. Leaves: The Parties agree that all current adopted and applicable leave policies, including any state and federal laws (including but not limited to HR6201 and FFCRA), will remain in full effect. The District will address an employee request for accommodation on a case-by-case basis.

4.1 Employees shall not report to work if they are presenting any Covid-19 symptoms. Any employee who is at work and presents symptoms during the day and is sent home shall receive one day's reporting pay for that day, prior to any leave being drawn from that employee's leave banks. An employee will begin to use any available paid leaves for the duration of the active symptoms.

4.2 The District agrees to protect and support staff who are at higher risk for severe illness (medical conditions that the CDC says may have increased risks) or who cannot safely distance from household contacts at higher risk, by providing options such as telework or negotiated change in classification or duties. If reasonable accommodations are not practicable, the District should work with the employee to develop a flexible leave plan that endeavors to avoid exhausting the employee's earned leave.

5. Workers Compensation: District shall not contest workers' compensation claims that COVID-19 disease could be caused by work exposure for employees who are diagnosed by physician with COVID-19 within 14 days of having come to work at a District site.

6. Job Duties: The District may be required to temporarily add job functions to the normal duties of unit members as the result of COVID-19 and return to school format. Employee training will be provided where required. Attachment "A" is a list of job classifications that the District currently anticipates assigning additional duties with a list of additional duties as presently known. The Parties acknowledge that Attachment "A" will likely change. The District will notify the Chapter President and Labor Relations Representative, in writing, of the proposed additional duties to be required and the start date. The Association and the District shall meet to negotiate the decision and effects of the added duties. Any additional duties shall be memorialized and reflected in a revision of Attachment "A." The Parties agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party. All temporary transfer of duties shall be negotiated.

7. **Workload and Staffing Ratios:** The District and CSEA agree to set up a committee to address anticipated increased workload concerns to accommodate CDC guidelines and recommendations (e.g. installation of barriers or partitions, added cleaning schedule, added bus routes, increased extended care enrollment)

To address the increased workload to employees, the district agrees to the following:

1. No staff will be disciplined due to workload issues;
 2. Employees will be provided an opportunity to give direct feedback to their supervisor, on a daily basis, regarding workload concerns.
8. **Vacation Leaves:** The District recognizes it may be challenging for employees to schedule and take vacation during the 20/21 school year. The parties agree to temporarily amend Article VII Vacation, section G "carry-over". The District agrees to allow employees to exceed the cap outlined in section G "Carry-over" for the 20/21 school year. Employees must notify the district in writing using the form to be supplied by Payroll. Employees will have until June 30, 2022 to schedule and use earned vacation leave above the cap. Any accrued vacation leave in excess of the cap on June 30, 2022 will be paid out in cash to the employee.
9. **Food Service:** The District agrees to develop strategies to limit physical interaction during meal preparation and meal service (e.g. serving meals in classrooms, increasing meal service access points, staggering cafeteria use). The District agrees to install physical barriers, such as sneeze guards and partitions at point of sale (POS) and other areas where maintaining physical distance of six feet is difficult. The District agrees to modify Food Service operations in accordance with CDC recommendations.
10. **Buses:** District agrees to develop and maintain a maximum capacity seating plan for students of each vehicle while meeting six-foot physical distancing objectives.

The District agrees to the following:

4. ~~Ensure that drivers have access to surplus masks to provide to students who are symptomatic on bus~~ do not have a mask with them.
 2. Ensure buses have adequate accommodations to engage in symptom screenings and physical distancing while the bus is in motion.
 3. Instruct students and parents to maintain six-foot distancing at bus stops and while loading and unloading.
 4. The District shall provide alternate transportation for students who fail to meet the symptom screening criteria.
11. **Accommodations:** Any employee working remotely shall be available during work hours to the employee's supervisor and other staff, students, parents/guardians, and

members of the public, as appropriate, via email, phone, or other means. Lack of responsiveness on the part of the employee may result in termination of remote work responsibilities. Employees shall be required to attend virtual or in-person meetings when directed by their supervisor.

Any unit member assigned to work at multiple sites or use their personal vehicle to deliver at other District sites, will be entitled to mileage at the prevailing IRS mileage reimbursement rate (see BP 3350).

- 12. Information and Further Negotiation:** The District will share with CSEA all new information it receives from local health authorities about COVID-19 epidemic. The District will inform CSEA, in writing, prior to any changes in operations and will negotiate effects on terms and conditions of employment, including occupational health and safety.
- 13. Compliance with further governmental orders:** The parties recognize that the COVID-19 pandemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining unit employees and will bargain as needed over the effects of such further directives.
- 14. CSEA support for full funding:** CSEA will support efforts to maintain funding pursuant to Education Code 41422 and 46392 in the event of a closure of any District facilities due to pandemic.
- 15. No loss of pay during COVID-19 related closures or curtailments:** In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus pandemic, Association bargaining unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example the District will continue to pay bargaining unit members even if they are unable to work due to coronavirus-related reduction in use of District facilities. Bargaining unit members who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality.
- 16. Duration of Agreement:** This MOU is a temporary agreement to address the extraordinary circumstances created by the novel coronavirus (COVID-19) pandemic. It does not create any precedents nor establish the status quo for future bargaining purposes. This MOU shall remain in effect until either the end of the day on June 30, 2021, or the lifting of the statewide State of Emergency declared on March 4, 2020 in response to the coronavirus outbreak, whichever comes first.
- 17. Grievance Procedure:** Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement insofar as that procedure provides for final and binding arbitration by a neutral arbitrator.

By affixing their signatures to this MOU, the parties acknowledge that the matters set forth are agreed. The signatories signify that they are the authorized representatives of the District and CSEA and are the proper Parties to this Agreement.

Date signed DISTRICT SIGNED 8-10-2020

District

CSEA



Kevin Cordes, Superintendent

Ana Montanez-Rogers, President #340

Sheryl Centro, CSEA LRR

TENTATIVE AGREEMENT
BETWEEN
MUROC JOINT UNIFIED SCHOOL DISTRICT
AND
MUROC EDUCATION ASSOCIATION

The Muroc Joint Unified School District ("District") and the Muroc Education Association ("MEA") (referred to collectively as "the Parties") have reached the following Tentative Agreement ("TA") resolving certificated negotiations for the 2020-2021 school year.

For the 2020-2023 Successor Contract, the MEA sunshined the following articles:

- Article VIII. Hours of Employment/Workday
- Article IX. Teaching Conditions
- Article X. Salary/Stipend/Extra-Curricular
- Article XI. Leaves
- Article XII. Class Size
- Article XIII. Reassignment and Transfer
- Article XIV. Vacancies
- Article XVI. Teacher Safety
- Article XVIII. Health and Welfare Benefits
- Article XXIII. Early Retirement
- Article XXVII. Duration
- Article XXVIII. Conclusion
 - Appendix A - Salary Schedules
 - Appendix C - Calendars

The Parties agree to resolve negotiations for the 2020-2021 school year as follows:

- Article X. Salary/Stipend/Extra-Curricular
The salary schedule for the 2020-21 school year shall remain unchanged from 2019-2020. Salary advancement will continue for Step and Column movement.
- Article VIII. Hours of Employment/Workday
MEA withdraws its opener for Article VIII. The Parties agree that Article VIII remains status quo.
- Article IX. Teaching Conditions
MEA withdraws its opener for Article IX. The Parties agree that Article IX remains status quo.
- Article XI. Leaves
MEA withdraws its opener for Article XI. The Parties agree that Article XI remains status quo.
- Article XII. Class Size
MEA withdraws its opener for Article XII. The Parties agree that Article XII remains status quo.
- Article XIII. Reassignment and Transfer
MEA withdraws its opener for Article XIII. The Parties agree that Article XIII remains status quo.
- Article XIV. Vacancies
MEA withdraws its opener for Article XIV. The Parties agree that Article XIV remains status quo.

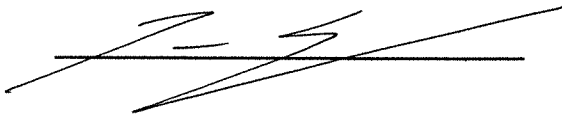
- Article XVI. Teacher Safety
MEA withdraws its opener for Article XVI. The Parties agree that Article XVI remains status quo.
- Article XVIII. Health and Welfare Benefits
MEA withdraws its opener for Article XVIII. The Parties agree that Article XVIII remains status quo.
- Article XXIII. Early Retirement
MEA withdraws its opener for Article XVIII. The Parties agree that Article XVIII remains status quo.
- Article XXVII. Duration
MEA withdraws its opener for Article XXVII. As such in accordance with Article XXVII.A the Collective Bargaining Agreement will continue in effect year by year unless one of the parties notifies the other in writing, no later than March 15 of any year, of its request to modify or terminate the Agreement.
- Article XXVIII. Conclusion
MEA withdraws its opener for Article XXVIII. The Parties agree that Article XXVIII remains status quo.

COVID-19

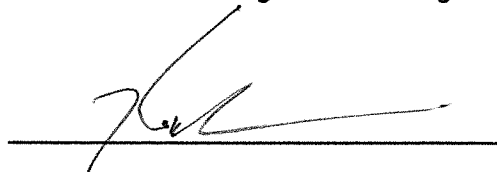
The Parties have a shared commitment in providing an educational program that supports the needs of all students while ensuring a safe learning environment for students and staff by following the guidelines established by both state and county health departments. The 2020-2021 school year shall be reopened under new instructional models, which may include hybrid learning instruction model, and distance learning instruction model. Continued education of our students during the 2020-2021 year will require flexibility given the impact of COVID-19 and the possible need to fluctuate between these instructional models.

The Parties recognize these new models of instruction will impact the terms and conditions of certificated employees during the 2020-2021 school year which will require negotiations with MEA. The Parties agree to meet and negotiate the matters within the scope of representation that are impacted by implementing these models.

Other than as set forth herein, the Parties agree that this will conclude certificated negotiations for the 2020-2021 school year, and all other terms and conditions of the existing collective bargaining agreements shall remain unchanged.



Jason L. Spitzer, MEA President



Kevin D. Cordes, MJUSD Superintendent

MEMORANDUM OF UNDERSTANDING
BETWEEN
MUROC JOINT UNIFIED SCHOOL DISTRICT
AND
MUROC EDUCATION ASSOCIATION
REGARDING COVID-19 CORONAVIRUS AND REOPENING SCHOOLS

August 7, 2020

The Muroc Joint Unified School District ("District") and Muroc Education Association ("Association") (referred to collectively as "the Parties") enter this Memorandum of Understanding ("MOU") regarding the issues related to COVID-19 ("coronavirus") and the reopening of schools for the 2020-2021 school year. Both parties recognize the importance of maintaining safe facilities for the benefit of students, staff, and the community.

The parties recognize that staff may need to self-quarantine, become quarantined, and/or the District may need to close a school or schools on an emergency basis to slow the spread of illness arising from the coronavirus during the 2020-2021 school year.

The parties agree to the following:

Health and Safety

The District shall base instructional protocol on guidance from relevant health authorities, such as but not limited to the Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH), California Department of Education (CDE), and the local health department.

The District shall ensure minimum physical distancing of six (6) feet between student workspaces, between educator and student workspaces, and between employee workspaces.

The District shall not require in-person staff meetings or professional development if the District cannot ensure a minimum of six (6) feet of physical distance between all employees for the duration of the meeting and for entering/leaving the meeting.

The District shall provide sufficient personal protective equipment (such as face shields and cloth face coverings) for bargaining unit members, other staff, and students.

The District shall require the use of facial coverings ("masks") in accordance with federal, state, and local guidelines currently in effect. Individuals who cannot wear a mask because of a documented health issue shall instead be required to wear a face shield and neck drape (tucked into the shirt). Masks and face shields may not be required for children age two and under or for students with medical apparatus which prevents or obstructs the use of the apparatus.

The District shall comply with the following hand washing logistical requirements:

- a) every classroom shall be provided hand sanitizer;
- b) non-classroom workspaces shall be provided hand sanitizer;
- c) hand sanitizer at public ingress and egress locations
- d) all hand washing/hand sanitizing supplies shall be checked and restocked immediately as needed and prior to the beginning of each day.

The District shall ensure that all classrooms, restrooms, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.

The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour. Air filters shall be MERV-13 or higher and changed at the recommended intervals.

During in-person instruction, the District shall ensure all students, employees, and visitors are checked for symptoms daily prior to entering school, including temperature checks via no touch thermometers. Staff, students, and visitors with any symptom consistent with COVID-19 shall be denied entry and encouraged to be tested for COVID-19. Staff and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 should be sent home or sent to an isolation room on site pending travel home.

Upon notification that an employee or student has been infected with COVID-19, the District shall notify the Association and parents/guardians of the location(s) where the infected individual was present on the school premises during the suspected incubation/active infection period.

Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon entering district sites and every time a classroom is entered.

Unit members who provide documentation of an underlying high-risk condition related to themselves shall contact the personnel department in writing to request the implementation of the interactive process. The member and the district will determine reasonable accommodations.

Distance Learning

Definitions:

1. Distance learning – instruction in which the pupil and instructor are in different locations and pupils are under the general supervision of a certificated employee of the local educational agency. Distance learning may include, but is not limited to, all of the following:
 - a. Interaction, instruction, and check-ins between teachers and pupils through the use of a computer or communications technology.
 - b. Video or audio instruction in which the primary mode of communication between the pupil and certificated employee is online interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology.
 - c. The use of print materials incorporating assignments that are the subject of written or oral feedback.
2. Daily live interaction – per CDE guidance “Distance Learning Frequently Asked Questions,” issued on July 27, 2020, daily live interaction is two-way communication between a certificated teacher and student each instructional day, at the actual time of occurrence. Daily live interaction is required for every student with both a certificated teacher and their student peers. One-way communication, including voicemails, emails, or print materials, is not considered a live interaction. The purpose of daily live interaction is for instruction, progress monitoring, and maintaining school connectedness.

In preparation for the 2020-21 school year, the parties recognize the need to address the District's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations of public health officials to prevent illness and further spread the virus. The parties recognize that schools are critical to daily life and that collaboration between local

public health, education officials, and educators is the best means to determine and balance competing concerns surrounding school reopening decisions. In accordance with guidance from relevant health authorities, such as but not limited to the Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH), California Department of Education (CDE), and the local health department, the parties recognize and agree that reopening schools under a distance learning approach may be necessary at this time until at least October 9, 2020.

The district shall provide bargaining unit members resources to support the distance learning model such as dedicated laptop and camera set-up with microphone and online learning resources requested by teachers via survey.

Bargaining Unit Member Expectations

Bargaining unit members shall determine the means and method for providing distance learning based on appropriate standards-based instruction, their resources, and their students' ability to access the curriculum. Under the current distance learning model, bargaining unit members shall be responsible for daily live interaction, 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, reporting non-participation to the site administrator for additional outreach and follow up, and all applicable laws related to distance learning.

Bargaining unit members shall develop and post a syllabus with information on accessing the District's Learning Management System or LMS ("Google Classroom"), professional contact information, and grading policy.

Each school shall develop a daily live interactive schedule, including minimum days. Bargaining unit members are expected to work and be available during their normal contractual work hours and workdays. Office hours shall be used for professional development, to evaluate student progress, and if necessary, provide student support. Interactive instruction should include content that requires student interaction with their teacher/classmates, i.e. 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.

The first day of the work year, August 14, will be scheduled as a non-instructional day and reserved for professional development in distance learning and staff planning and preparation. Members can earn credit for the contract day earlier than August 14 if they complete required virtual training. Training is complete when members create a Google Classroom, post a syllabus to the Google Classroom, and add their site administrator to the Google Classroom.

Pay and Benefits

While working under the current distance learning model, bargaining unit members shall continue to receive their full compensation and benefits. If extracurricular duties can and are performed, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement.

Access to Worksite

Under the distance learning model, bargaining unit members may teach/work remotely or from their classroom/office.

If for reasonable cause bargaining unit members are directed or required to report to the school site(s) in person while working under the current distance learning model, such as, but not limited to, health or education suggestions and/or mandates from state or federal agencies, all health and safety language in this agreement shall be followed.

In the event a bargaining unit member reports to a District worksite, he/she shall be responsible for following state, county, and local public health guidelines. Except when working independently in their classroom/office, while on District premises, bargaining unit members shall maintain six (6) feet physical distance between themselves and other individuals and be required to wear a face mask.

All staff meetings, collaboration meetings, and grade level/department meetings shall be offered virtually. Whenever possible, professional development shall also be held virtually; however, if there is a mutual desire between the parties to hold in-person professional development, it shall meet all health and safety guidelines previously mentioned in this agreement.

Substitutes

If a bargaining unit member cannot provide daily live interaction on a school day, the bargaining unit member shall inform the site administrator as soon as possible and will use a sick/personal day. If a bargaining unit member can provide live interaction for all students, they do not need to use a sick/personal day.

If necessary, administration will be the first option to cover an open class; otherwise, the District will coordinate an appropriate substitute as indicated in Article VIII, Subsection E at the hourly rate but no less than one hour.

If a bargaining unit member needs extended leave (such as but not limited to maternity leave), the bargaining unit member shall inform the site administrator as soon as possible. The District will coordinate an appropriate long term substitute.

Leaves

The District shall comply with all applicable laws related to leaves enacted in response to the COVID-19 pandemic, including the Families First Coronavirus Response Act ("FFCRA"), for eligible unit members with qualifying reasons.

Unit members requiring leave for reasons other than those qualifying reasons enumerated under the FFCRA shall utilize appropriate, accrued leave available to them as provided for in the CBA.

Evaluations

The District shall postpone formal evaluations for tenured teachers for the 2020-2021 school year. Probationary bargaining unit members shall be evaluated per the current Collective Bargaining Agreement.

Hybrid Learning

In the event, the District will transition from a distance learning model to a hybrid learning model, the District shall notify the Association of its intention to change the instructional model to traditional or hybrid ten (10) calendar days prior to implementation.

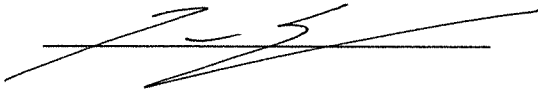
The Association reserves the right to bargain a change in learning model prior to implementation.

Duration

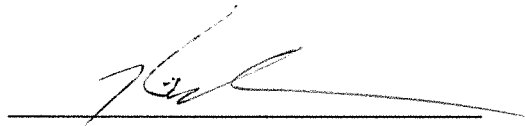
All components of the current CBA between the parties not addressed by this MOU shall remain in full effect.

Due to the evolving nature of the COVID-19 pandemic, the Association and the District agree to negotiate any additional impacts and effects of COVID-19 as needed during the 2020-21 school year.

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

A handwritten signature in black ink, consisting of a series of loops and strokes, positioned above a horizontal line.

Jason L. Spitzer, MEA President

A handwritten signature in black ink, featuring a prominent 'K' and 'C', positioned above a horizontal line.

Kevin D. Cordes, MJUSD Superintendent