

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ROWLAND UNIFIED SCHOOL DISTRICT
AND
ASSOCIATION OF ROWLAND EDUCATORS**

Agreed to November 6, 2020

The Rowland Unified School District (“District”) and Association of Rowland Educators (“ARE”) enter this Memorandum of Understanding (“MOU”) regarding the impacts of reopening of schools related to the coronavirus COVID-19 (“coronavirus”).

As of the date of this MOU, the parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The parties are committed to providing voluntary in-person assessment services for students and acknowledge the responsibility to create and maintain safe conditions as set by the California Department of Public Health (“CDPH”) and the Los Angeles County Department of Public Health (“LACDPH”) to ensure the safe delivery of these services.

For the purpose of this MOU, the assessments addressed in this agreement are for special education in-person assessments for preschool and TK-12 students that are outstanding from 2019-20. This MOU also addresses remote Individualized Education Program (IEP) meetings carried over from the 2019-20 school year.

Rowland Unified and the Association of Rowland Educators have collaborated on this important agreement in order to meet the individual needs of students as we recognize the vital nature of serving our most at-risk students.

Conditions for Voluntary In-Person Assessment Service:

1. Participation by bargaining unit members shall be voluntary.
2. Services shall be provided on a one-to-one basis (one teacher/service provider and one student) whenever possible. If one-to-one is unavoidable, then there shall be no more than three adults and one student in a classroom or designated testing room during student assessments.
3. Participating unit members shall be allowed to withdraw from participation without reprisal, but shall be encouraged to provide at least 48-hour notice prior to withdrawing.
4. Assessments shall be completed in a classroom with sufficient space for compliance with social distancing protocols and adequate air circulation.
5. The District and unit members will work collaboratively to determine which classroom(s) as well as other indoor and outdoor spaces will be utilized on the REACH and Community Day School (CDS) campus.
6. In-person assessments are to be provided during the regular work hours of the employee and the operational hours of the REACH and Community Day School (CDS) campus.
7. The District will provide a substitute (upon request by the unit member) on the day of the assessment in order for the member to voluntarily participate.
8. For outstanding IEP’s from the 2019-2020 school year, Special Education employees who coordinate and conduct IEP’s, including any necessary in-person and remote assessments, will be compensated for each individual student at their per diem rate as follows:

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Initials and Triennials – 9.5 hours or 10.5 hours in the event the IEP meeting is interpreted

- Conduct assessment: 2 hours
- IEP Meeting: 2 hours, 3 hours if translation is provided
- Observation: 1 hour
- Complete rating scales: 2 hours
- Write reports and IEP's: 2 hours
- Coordination: 30 minutes

Annuals – Case Carriers shall receive 5.5 hours or 6.5 hours in the event the IEP meeting is interpreted

- Conduct assessment: 2 hours
- IEP Meeting: 1 hour, 2 hours if translation is provided
- Write reports and IEP's: 2 hours
- Coordination: 30 minutes
- Service providers such as Speech and Language Pathologists and School Psychologists participating in the IEP process shall be provided 2.5 hours or 3.5 hours if the IEP meeting is interpreted

9. The District shall provide clerical support to assist with the coordination of IEP's upon request by a unit member. Coordination includes, but is not limited to, scheduling the IEP, inviting participants, making copies, and/or providing necessary documents to parents.
10. As needed, the District may offer voluntary additional hours outside of the bargaining unit member's workday to conduct in person assessments on a voluntary basis. Such additional hours will be paid at the per diem rate.
11. General Education teacher attendance at any IEP meetings at any time on Wednesdays or any day extending beyond 3:00 p.m. shall be paid at the workshop rate of pay for the duration of the IEP taking place on Wednesday or beyond 3:00 p.m.
12. General Education teachers shall be paid at their per diem rate for time required, but not less than 30 minutes, for completing any necessary paperwork in preparation for the IEP meeting.
13. Both parties agree that COVID-19 testing is important to help reduce the spread of disease, as well as keep employees, students, and the community as safe as possible. To encourage and support employees who participate in COVID-19 testing, the District shall provide reimbursement for the following:
 - a. Insurance co-payments up to \$50 per test upon submission of a receipt.
 - b. Two hours paid at the workshop rate to obtain a test outside of the workday upon submission of a timecard.
14. RUSD shall provide information related to available testing locations to employees.
15. RUSD and ARE strongly encourage and support COVID-19 testing for students. The District shall provide:
 - a. Information related to local testing sites where students can be tested; and
 - b. Support for parents who need assistance with access to testing resources shall be provided to help families.

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16. The District shall follow the guidelines set by CDPH and LACDPH for the quarantine, isolation, and exposure of COVID-19 for all students, parents/guardians, and bargaining unit members.
17. Prior to the start of any in-person assessments, the District shall provide training on all safety protocols and procedures for all employees volunteering to administer in-person assessments. This training shall be required and paid at the per diem rate.

Process and Procedures:

1. Participants shall follow all social distancing and safety protocols including:
 - A. Preschool assessments will take place at the REACH facility on the Hollingworth campus.
 - B. Additional assessments may take place either at REACH or the CDS facility.
 - C. Daily health screening for all bargaining unit members, students, and parents/guardians who enter the REACH or CDS campus. Unit members shall not be responsible for conducting screenings.
 - D. The District shall conduct temperature checks via no touch thermometers for all employees, students, and parents/guardians prior to entering the REACH or CDS campus. Unit members shall not be responsible for temperature checks.
 - E. Follow the CDPH and LACDPH guidelines for physical distancing which shall be no less than six (6) feet apart.
 - F. All employees and parents/guardians are required to wear face coverings at all times.
 - G. Face coverings are required for children over the age of two years old. A face shield is an acceptable alternative for children over two years old with a condition requiring an alternative.
 - H. Separately designated restrooms for staff and students to use shall be available.
2. The District shall sanitize all workstations, equipment, toys, and manipulatives utilized for voluntary assessment services in accordance with CDPH and LACDPH guidelines after each assessment.
3. There is to be a clearly marked pre-designated drop-off and pick-up location for students.
4. The District shall designate a supervisor for the REACH campus on any day assessments occur. The supervisor shall be present on campus for the duration of the assessment and is responsible for remaining on campus until the child is picked up.

Materials:

1. All bargaining unit members shall be provided all required Personal Protective Equipment ("PPE") such as:
 - A. Face coverings sufficient to accommodate the specific assessment being administered.
 - B. Face shields (upon request).
 - C. Hand sanitizer (at least 70% alcohol) and/or hand washing station.
 - D. Applicable assessment materials and school supplies shall be utilized no more than once per day and sanitized after each usage.
 - E. Plexiglass dividers with bottom cut out (upon request).
 - F. Disinfectant wipes in all assessment rooms.
 - G. Box of gloves in all assessment rooms.
 - H. Disposable paper gowns (upon request).

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The parties may agree to reopen the terms of this MOU upon written request by either party. The MOU shall be in effect through the duration of the full virtual learning environment.



Aimee Urbien
Association of Rowland Educators, President

November 6, 2020

Date



Dennis Bixler
Assistant Superintendent Human Resources

November 6, 2020

Date