

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

REGARDING COVID-19 CORONAVIRUS

IN-PERSON SUPPORT: HEALTH & SAFETY
April 14, 2021

The Rowland Unified School District (“District”) and Association of Rowland Educators (“Association”) 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 and risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The parties recognize that staff and students 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 2020-21 school year.

The parties agree to the following:

A. Required Health & Safety Conditions for a Physical Return for In-Person Support:

1. Los Angeles County is in the Orange Tier, as currently defined by the California Department of Public Health and according to California’s Blueprint for a Safer Economy. If Los Angeles County is placed back into the Purple Tier, in-person support for students will end and all students and bargaining unit members will return to the Virtual Learning and Teaching Model that was in place prior to the start of in-person support.
2. All bargaining unit members have had the opportunity (eligibility and access) to be fully vaccinated at the prescribed schedule, including the two weeks following vaccination to be considered fully protected.
3. The District shall adhere to the most recent COVID guidelines issued in relation to COVID-19 in schools by the California Department of Public Health (“CDPH”), California Department of Education (“CDE”), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the Los Angeles County Department of Public Health. If any of the guidance referenced in this Memorandum of Understanding contradicts one another, the strictest guidance shall be applied.
4. The District shall adhere to SB 95 – COVID-19 Supplemental Paid Sick Leave (Labor Code Section 248.2).

B. Vaccination of School Staff

1. The District shall continue to allow staff to be vaccinated during their work hours including observation reaction time with no loss of pay using the newly enacted SB 95 leave.

2. The District shall continue to provide paid leave as needed to any bargaining unit member who becomes ill from side effects as a result of receiving the COVID-19 vaccine using the newly enacted SB 95 leave.

C. Testing

1. The District shall participate in the testing schedule outlined in Table 3 “Testing Cadences with Support of the State of California for K-12 Schools” of the “COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year,” issued by the CDPH on January 14, 2021. Testing shall be available at two district facilities (1 North and 1 South).
2. During the week before students and staff return to school sites for in-person support, the District shall make available COVID testing to all students and staff reporting for in-person support.
3. The District will utilize the State of California Valencia Lab program for the testing cadences.
4. The District shall provide testing as follows:
 - a. Baseline testing will be available for all students and staff prior to the start of in-person support.
 - b. If Los Angeles County is in the Red Tier, as currently defined by the California Department of Public Health, the District shall make available COVID testing for all students and staff at least every two (2) weeks.
 - c. If Los Angeles County is in the Orange Tier, as currently defined by the California Department of Public Health, the District shall make available COVID testing for all staff and students physically attending or working at a school or worksite in accordance with the testing cadence recommended by the California Department of Public Health as reflected below.
 - d. If Los Angeles County moves to the Yellow Tier, as currently defined by the California Department of Public Health, the District shall make available COVID testing for all staff and students physically attending or working at a school or worksite in accordance with the testing cadence recommended by the California Department of Public Health as reflected below.

	Yellow	Orange	Red	Purple	CR >14*
Staff	Symptomatic and response testing.	Symptomatic and response testing.	Symptomatic and response testing + every 2 weeks asymptomatic testing.	Symptomatic and response testing + every 2 weeks asymptomatic testing.	Symptomatic and response testing + weekly asymptomatic (PCR or twice weekly antigen testing)**.
Students K-12	Symptomatic and response testing.	Symptomatic and response testing.	Symptomatic and response testing + every 2 weeks asymptomatic testing.	Symptomatic and response testing + every 2 weeks asymptomatic testing.	Symptomatic and response testing + weekly asymptomatic (PCR or twice weekly antigen testing)**.

D. Contact Tracing and Notification

1. Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing in conjunction with local health department officials. The District shall inform all bargaining unit members who were on the premises at the same worksite as the individual during the infectious period of their potential exposure in writing within one (1) workday. This notice shall also include a description of the COVID-19 related benefits available to unit members and the District’s disinfection plan that will be implemented. A copy of such notice shall be provided to the Association at the same time it is provided to the affected bargaining unit members.
2. The District shall create and maintain a public dashboard that reports all instances of positive cases at all schools and worksites. The dashboard shall be updated within 24 hours of the District receiving information of a positive test or case.

E. Health Screening

1. The District shall ensure all students, employees, and visitors are checked for symptoms daily prior to entering school. Visitors with any symptom consistent with COVID-19 (as identified by the CDC and other health agencies) shall be denied entry. Staff and students with any symptom consistent with COVID-19 shall be sent home or sent to an isolation room on site pending travel home.

F. Physical Distancing

1. The District shall ensure minimum physical distancing of six (6) feet between educator and student workspaces and between employee workspaces. Student to student desks are currently spaced six (6) feet apart and may be reduced to three (3) feet apart at the discretion of the bargaining unit member.

2. Each site shall designate clearly marked access points and traffic flow for students and staff entering and exiting campuses to limit congregation. Additionally, the school corridors, hallways, entrances, and exits will have arrows directing traffic flow for passing periods where practicable.
3. All required meetings, trainings, or professional development opportunities shall be held virtually.

G. Ventilation

1. Classrooms HVAC filtrations systems will use a MERV 13 efficiency rated filter. Classrooms unable to use a MERV 13 filter shall use a MERV 11 and be provided a HEPA filter that will provide a MERV 13 or higher rating.
2. The District has purchased and installed Bi-Polar Deionization units for all HVAC systems. The District agrees to test for harmful emissions prior to use. Testing results will not be available prior to April 26, but may be available prior to June 4, 2021. Testing results shall be provided to ARE prior to unit utilization.
3. The bargaining unit member may request to utilize outdoor space by contacting their immediate supervisor.

H. Masks

1. The District shall supply and require the use of proper disposable 3-ply surgical masks, including surgical masks, in accordance with the strictest federal, state, and local guidelines currently in effect. Individuals who cannot wear a mask because of a documented health issue or in very limited circumstances when performing job duties that cannot be done with a mask on shall instead be required to wear a face shield and neck drape (tucked into the shirt).
2. In the event an individual refuses to abide by these requirements, the District shall deny entry onto District property. If a student willfully defies and refuses to abide by these requirements while on campus, the student shall be removed from class and administration shall contact parents and take further action as necessary.

I. N95 Respirators

1. The District shall provide a fit-tested N95 or KN95 (NIOSH certified) respirator masks for school nurses upon request.

J. Handwashing

1. Students, employees, and visitors shall be required to wash their hands or use hand sanitizer (70% alcohol) upon entering district sites and every time a classroom is entered.

K. Hand Sanitizer/soap

1. The District shall comply with the following hand washing logistical requirements. All District provided hand sanitizer shall consist of at least 70% alcohol.
 - a. every room with a sink shall be stocked with soap, hand sanitizer, and no touch paper towel dispensers;
 - b. every classroom shall be provided hand sanitizer;

- c. non-classroom workspaces shall be provided hand sanitizer;
- d. hand sanitizer or portable hand washing stations shall be provided at each ingress ~~and egress~~ point;
- e. hand sanitizer stations shall be available at school egress points;
- f. all hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed and prior to the beginning of each day.

L. Special Education

1. Bargaining unit members providing in-person support for students requiring special needs services may request additional PPE equipment due to the unique nature of their assignment by contacting their immediate supervisor via email. The request shall be filled from available warehouse items no later than the following workday from the day the email was sent. RUSD will continue to maintain the following PPE in our warehouse:

- Disposable Surgical facemasks
- Clear anti-fog face masks for Deaf/hearing impaired
- Face shields
- Plexiglass dividers with bottom cut-out
- Hand sanitizer
- Disinfectant wipes to clean tables, testing materials, and chairs
- Boxes of gloves (NON-latex, NO powder, size medium)
- Unisex Gowns-(Disposable Isolation Gown, FDA Registered, CE from Amazon) certified Level 2 PP & PE 40g, Fully Closed Double Tie Back, Knitted Cuffs, Fluid Resistant
- Face shield drapes
- Hair caps
- Baby wipes

M. Cleaning and Disinfecting

1. The District shall ensure all work sites are adequately cleaned and sanitized prior to the return of Unit Members and students. This includes restocking of soap, toilet paper, paper towels, facial tissue, and hand sanitizer.
2. The District shall ensure any equipment checked out and returned for redistribution during the emergency closure will be cleaned and sanitized upon return to school sites.
3. The District will ensure that all sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closets) are functioning and kept stocked with soap and paper towels.
4. The District will ensure that all classrooms, restrooms, and workspaces in use are cleaned daily, including but not limited to desks, doorknobs, light switches, copy machines, countertops, computers and tablets, faucets, toilets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials. All classrooms, restrooms, and workspaces in use will be disinfected two times per week using the Clorox 360 disinfectant protocol.

N. At-Risk Members

1. In the event a bargaining unit member is unable to return to in-person support as a result of a current medical restriction as specified by a medical doctor, they shall be entitled to utilize available and appropriate leaves, including SB 95 leave and/or additional leaves such as illness leave.

O. Childcare

1. The District shall provide full day childcare for bargaining unit members at each school and work site provided space and staffing are available. If space and/or staffing is not available at a site, the District shall provide childcare at a neighboring site.

P. COVID Leave

1. Bargaining unit members required to quarantine by the District shall be paid using the newly enacted SB 95 leave. If a unit member is affected by more than one District required quarantine and has exhausted leave under SB 95, the member shall continue to receive full salary and benefits through Industrial Illness leave.

Q. Notification

1. The District shall notify the ARE president when a positive COVID-19 case or outbreak occurs within one calendar day. The District shall contact the Los Angeles County Department of Public Health to determine if a classroom, school, or worksite should be closed as provided for in the LA County Department of Public Health's Protocol for COVID-19 Exposure Management Plan in K-12 Schools.
2. If any type of closure is recommended, the District and Association shall meet within twenty-four hours.

R. COVID-19 Compliance Team

1. All school sites shall have a COVID-19 Compliance Team. The ARE site representative (or ARE appointed designee) shall be a member of the team. Each team shall meet no less than once per week outside the contractual workday, with the bargaining unit member compensated at their per diem hourly rate of pay, to address health & safety compliance issues at the school site. The Compliance Team shall make every effort to address identified deficiencies in a timely manner that reflects the urgency of each deficiency.
2. The District Safety Committee shall meet no less than once every two weeks to address health & safety compliance issues at school sites and worksites.
3. Both parties agree that the necessary health and safety conditions included in this proposal are not exhaustive, therefore collaboration between the District and Association shall continue. The Association and District reserve the right to negotiate any additional impacts of COVID-19 and in-person support for students in the 2020-21 school year.

S. Consultation

1. ARE and RUSD agree to continue to collaborate and meet regularly, currently scheduled for Wednesday mornings, to discuss implementation of in-person support for students and the upcoming 2021-22 school year.

T. Term

1. This MOU shall be effective upon ratification by the parties. This MOU shall remain in effect until the end of the day on June 4, 2021.

Sharyn Sigler, ARE Bargaining Chair

Dennis Bixler, Assistant Supt. Human Resources

Date

Date