

MEMORANDUM OF UNDERSTANDING
BETWEEN
ROWLAND UNIFIED SCHOOL DISTRICT
AND
ASSOCIATION OF ROWLAND EDUCATORS
REGARDING COVID-19 CORONAVIRUS

2021-2022 SCHOOL YEAR: HEALTH & SAFETY

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 2021-2022 school year.

The parties agree to the following:

A. Required Health & Safety Conditions for a Physical Return to schools:

1. The District shall adhere to the most recent COVID guidelines and requirements 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.
2. The District shall adhere to SB 95 – COVID-19 Supplemental Paid Sick Leave (Labor Code Section 248.2) until these provisions expire.

B. Testing

1. Testing shall be available at the District Office.
2. During the week before students and staff return to school sites, the District shall make available COVID testing to all students and staff.

3. The District will utilize the State of California Valencia Lab program, as well as other available testing laboratories, for the testing.
4. The District shall provide testing as follows:
 - a. Baseline testing will be available for all students and staff prior to the start of the school year.
 - b. Thereafter, the district shall provide students and staff who are symptomatic or who have been exposed access to free COVID-19 testing during work hours.
 - c. Asymptomatic testing shall be made available no less than twice each month.

C. 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. .
2. A copy of such notice shall be provided to the Association at the same time it is provided to the affected Bargaining Unit Members.
3. The District shall create and maintain a public dashboard that reports all instances of positive cases at all schools and worksites occurring in the last fourteen days. The dashboard shall be updated within 24 hours of the District receiving information of a positive test or case.

D. 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.

E. Physical Distancing

1. 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.
2. All required meetings, trainings, or professional development opportunities shall be held in facilities that permit social distancing or shall be held virtually.

F. 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 Bargaining Unit Member may request to utilize outdoor space by contacting their immediate supervisor.

G. Masks

1. The District shall require the use of masks indoors as required by the LA County Department of Public Health. The District shall supply disposable 3-ply surgical masks to students and staff who report to a District facility without a mask. 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.

H. N95 Respirators

1. The District shall provide fit-tested N95 or KN95 (NIOSH certified) respirator masks for Bargaining Unit Members upon request.

I. 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.

J. 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.

K. Personal Protective Equipment (PPE)

1. Bargaining Unit Members providing instruction or 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.
2. Other Bargaining Unit Members in need of any items on the list specified below may request additional PPE 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.
3. 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

L. 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 will be cleaned and sanitized upon return to school sites or sit for 24 hours before use or redistribution.
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 no less than weekly using the Clorox 360 disinfectant protocol.

M. COVID Leave

1. Bargaining unit members required to quarantine by the District shall be paid using SB 95 leave through September 30, 2021.
2. Upon exhaustion of SB 95 leave or beginning on October 1, 2021, Bargaining Unit Members required to quarantine or isolate as a result of a positive COVID-19 test or as a result of close contact exposure as determined by RUSD's contact tracing procedures or whose child's school or daycare is temporarily unavailable for their child due to COVID-19 exposure at the child's school or daycare facility, shall continue to receive their full salary and benefits up to a total of twenty-one (21) workdays without loss of any contractual or statutory leave
3. Upon exhaustion of the twenty-one (21) workdays, contractual and statutory leaves are available to Bargaining Unit Members required to quarantine or isolate as described in #2.

N. 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.

O. 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 two times per month 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 and may schedule additional meetings if necessary.
2. The District Safety Committee shall meet no less than once per month to address health & safety compliance issues at school sites and worksites. If needed, the committee may schedule additional meetings.
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 during the 2021-2022 school year.

P. Consultation

1. ARE and RUSD agree to continue to collaborate and meet regularly, currently scheduled for Wednesday mornings, to discuss implementation of health and safety measures for the 2021-22 school year.

Q. 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 3, 2022.

Alejandro Flores, Deputy Superintendent
on behalf of Dennis Bixler, Assistant Supt.
Human Resources

Date _____

Sharyn Sigler, ARE Bargaining Chair

Date _____