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

July 24, 2020

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 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:

The District shall adhere to the 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 issued as of July 14, 2020. The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.

The District shall submit a “COVID-19 School Closure” certification or alternative form per CDE guidelines to the CDE to mitigate the loss of funding due to lower than normal Average Daily Attendance (“ADA”). If the certification or alternative form per CDE is denied or the state requires students to make up days for the 2020-21 school year, the parties will negotiate make-up student instructional day(s) up to the number of school closure days.

1. Physical Distancing

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

Multiple access points
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.
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Meetings/Trainings/Professional Development

All meetings, trainings, or professional development opportunities shall be held virtually. Wednesdays are designated for the following reasons:

- Staff meetings shall occur on the first Wednesday of the month from 8:30-9:30 am, with the exception of August. The August staff meeting will take place on August 12.
- Required district-wide or site-level professional development shall not exceed ninety minutes in length. At no time shall there be more than one required professional development scheduled in a month.
- Teacher directed preparation, planning, and collaboration.
- Live check-in with students for no less than 20 minutes.

Until September 25, 2020, professional development shall focus only on instruction in the virtual environment. Teachers shall not be pulled out for professional development. Trainings and/or professional development opportunities that occur outside of the workday or work year shall be paid at the workshop rate.

August 4, 5, 6

Unit members shall not be required to attend a staff meeting or any district/site training after 10:00 a.m. on August 5. After conclusion of the training on August 5, the remainder of the day on August 5 and all day on August 6 shall be utilized for planning, preparation, and/or grade/department level collaboration.

2. Health & Safety

Masks
The District shall require the use of facial coverings (“masks”) for all staff, students, and visitors in accordance with federal, state, and local guidelines currently in effect. School nurses and other members whose duties involve higher risk of exposure shall be provided with KN95 masks due to their close contact with students, staff and other employees on campus. The District will maintain PPE supplies at each work site to students and staff upon request.

In the event an individual refuses to abide by these requirements, the District shall deny entry onto District property. If a student refuses to abide by these requirements while on campus, the site administrator will be responsible for removing the student from the classroom and calling the student’s parent/guardian to arrange for the student to be picked up from school.

Hand Sanitizer/soap
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;
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d) hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point;

e) 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.

Cleaning and Disinfecting
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.

The District shall ensure any equipment checked out during the emergency closure will be cleaned and sanitized upon return to school sites.

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.

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 workplaces in use will be disinfected once a week during distance learning and twice per week during blended learning using the Clorox 360 disinfectant protocol.

Handwashing
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.

HVAC (Heating, Ventilation, Air Conditioning)
The District shall ensure all HVAC systems operate on the mode which delivers the most outside air as possible. Air filters shall be MERV-11, the highest rated filter for our units and changed at the recommended intervals. Use of classrooms that are not able to use a MERV 11 filter shall not occur.

Health screening, testing, notification, and contact tracing
The District shall ensure that all students, employees and visitors are screened for symptoms daily prior to entering school, including temperature checks via no touch thermometers. Visitors with any symptom consistent with COVID-19 shall be denied entry. 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 initiate contact tracing in conjunction with local health department requirements. All persons who may have come in contact with the infected individual shall be notified. Within twenty-four hours of receiving notification that an employee or student has been infected with COVID-19, the District shall notify the ARE president of the worksite location(s) of the infected individual during the suspected incubation/active infection period.
3. COVID-19 Leave

In the event a Unit Member is directed by city, state, federal, or a government agency to be quarantined or tests positive for COVID-19, such Unit Member shall continue to receive their full salary and benefits up to 14 work days (inclusive of FFCRA) without any deduction from their accumulated sick leave. If a Unit Member is unable to work due to the need to care for his/her minor child ill with COVID-19, such Unit Member shall continue to receive their full salary and benefits for ten workdays (inclusive of FFCRA) without any deduction from their accumulated sick leave. If a Unit Member receives payment directly from the federal government, the Unit Member shall remit the payment to the District. The Unit Member shall complete any necessary forms to ensure the District receives payment.

**Industrial Accident/Illness Leave**

The District shall assist in processing and providing the information for Industrial Accident/Illness leave or Worker’s Compensation claims for any member who tests positive for COVID-19 during the 2020-2021 school year. Upon acceptance of a claim, Industrial Accident/Illness leave will commence after the fourteen days of the COVID-19 leave (as described above) has been exhausted.

4. Scheduling & Working/Learning Conditions

Supervision duties shall remain consistent with past practice and the current Collective Bargaining Agreement. Unit members who volunteer for additional supervision duties shall be paid at the workshop rate of pay.

Until normal District operations and schedules resume, adjunct duty requirements shall only include duties that can safely be carried out under any District approved instructional model or schedule.

In a Blended learning model, when one group of students are on campus and another group is learning from home, unit members shall receive scheduled time within the workday to monitor and provide feedback to the group of students learning from home on that particular day. In order to minimize the risk of COVID-19 spread and infection and to allow for a thorough cleaning of classrooms and work spaces each day, members shall not be required to conduct in person instruction to students after the student day ends for the on campus group.

When equipment is requested by the Unit Member, the option to work from their classroom will be provided. If the Unit Member is not able or prefers to work from home, equipment from their classroom will be made available to them. If the equipment from their classroom does not have a working camera and speakers, a computer with these features will be made available. Teachers who do not have access to a document camera in their classroom may request one from the principal.
Should a Unit Member request new apps using the Google form on the Technology Department webpage to enhance the learning environment, the app will be available to the member after they are approved by the Ed Services and Technology Departments. Within ten days of request from the Unit Member, a decision will be made and the decision will be shared with the requestor.

We will provide a pencil type of stylus to all TK-2nd grade students and their teachers.

5. Distance Learning in a Virtual Classroom (Virtual Learning Classroom Model)

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 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. The parties recognize and agree that reopening shall occur under a virtual learning model through December 20, 2020, as long as legally permissible and in accordance with guidance from 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.

The District’s distance learning model shall adhere to Education Code 43503 by providing:

- Student access to a device and/or hot spot in order to participate in the educational program and complete assigned work. Each student will be provided with his or her own device. For households with multiple students, hot spots must be sufficient for multiple simultaneous users.
- Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
- Academic and other supports for high-needs students.
- Special education, related services, and any other services required by a pupil’s individualized education program (IEP).
- Instruction in English Language Development
- Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders.
- If daily live interaction is not feasible as part of regular instruction, both parties will collaborate to develop an alternative plan that includes input from students, parents, and the Association.

The District shall adhere to student participation and absenteeism requirements.

- Unit members will document daily attendance/participation for each student on each school day, in whole or in part, for which distance learning is provided.
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- Daily participation may include, but is not limited to, evidence of participation in online activities, completion of assignments, completion of assessments, and contacts between employees of the District and students or parents or guardians.
- A student who does not participate in distance learning on a school day shall be deemed absent by the District.
- The District shall develop written procedures for tiered reengagement strategies for all students who are absent from distance learning for more than three school days or sixty (60) percent of the instructional days in a school week. These procedures shall include, but are not limited to:
  - Verification of current contact information for each enrolled student.
  - Daily notification to parents or guardians of absences.
  - A plan for outreach from the school to determine student needs including connection with health and social services, as necessary.

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

Unit members shall not be directed or required to report to the worksite under the current virtual learning model. Under this virtual learning model, unit members may access and work from their classroom/worksite during regular school hours as they deem necessary. In the event a unit member reports to a district worksite, he/she shall be responsible for following state, county, and local public health recommendations. Except when working independently in their classroom/office, unit members shall maintain six feet physical distancing between themselves and other individuals and be required to wear a face mask.

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, unit members shall be responsible for 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 feedback to students, and reporting non-participation to the site administrator for additional outreach and follow up.

Members are expected to work and be available during their normal contractual work hours and workdays. To provide students and parents with consistency and to avoid conflicts, office hours/interactive instruction shall be scheduled during the same times each week to the greatest extent possible.

- Office hours shall be used to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms.
- For communication that occurs outside of posted office hours, unit members shall make every effort to respond to communications from students, parents, and/or immediate supervisors within 24 hours. If a communication is received on a Friday, Saturday or Sunday, the member will respond by Monday.
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• Interactive instruction may include content that requires student interaction with their teacher/classmates, content that engages a student response, content that engages students in a visual way, and opportunities for members to provide encouragement and feedback to students.
• Upon request, teachers will provide links to access live instruction to their principals.
• In an effort to ensure effective communication with parents and students, teachers shall provide a weekly posting of all classroom meeting times, assignments and their respective due dates, and resources available for students and parents.

Unit members shall not be required to use their own image for any live video or recorded purposes. The District will inform students and parents that an online lesson shall not be recorded without the consent of the Unit member.

Unit members shall have access to voluntary professional development on the use of technology and the delivery of instruction via distance learning. Voluntary professional development shall be available throughout the implementation of distance learning.

Unit members shall be held harmless for any inadvertent errors, technical faults, or misuse/abuse of Distance Learning platforms by students and are expected to report any instances of student misuse/abuse to their school site administrator promptly.

Distance Learning Assignments
Unit members providing service in the distance learning model shall not be considered an involuntary transfer. Once a member no longer provides service in this model, he/she will be returned to his/her previous work site and assignment.

6. Consultation
Beginning in August, both parties will meet at least twice per month to monitor and review the District’s current virtual learning model, as well as discuss, collaborate, and decide on any blended learning instructional models being considered for implementation and/or recommendation.

7. School Re-Closure
The District shall immediately notify the ARE president when an outbreak occurs. 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. If any type of closure is recommended, the District and Association shall meet within twenty-four hours. If the Los Angeles County Department of Health and/or the District determine that a closure is not recommended, then the District shall notify the ARE president via electronic mail the reasons for this determination.
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The Association and District reserve the right to negotiate any additional impacts of the COVID-19 due to the reopening of schools in the 2020-21 school year.

This MOU shall expire in full without precedent on December 20, 2020, unless extended by mutual written agreement.

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Aimee Urbien
Association of Rowland Educators, President

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Date

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Dennis Bixler
Assistant Superintendent Human Resources

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Date