

**Proposed Memorandum of Understanding  
Between Rincon Valley Union School  
District and Rincon Valley Union  
Teachers Association July 23, 2020  
1:00PM**

This Memorandum of Understanding (MOU) is between the Rincon Valley Union School District (“District”) and the Rincon Valley Union Teachers Association (“RVUTA”), collectively “the Parties,” regarding the distance learning instructional program that will be implemented as the Rincon Valley Union schools start school for the 2020-2021 School Year.

The Parties recognize that COVID-19 represents a unique challenge to schools which require creativity and understanding on behalf of both parties. The Parties recognize the need for flexibility in order to comply with legal mandates and mandates issued by the Governor’s office, as well as directives/guidance issued by public health officers, including the California Department of Public Health (“CDPH”) and County Public Health (“Public Health Guidance”). The Parties also recognize the ambiguity contained in various laws, orders and directives that have been issued to school districts to guide the reopening of schools for the upcoming school year and constantly changing guidelines and health conditions, creating a need for flexibility as such orders, directives and conditions may change over time.

During the 2019-2020 school year, the Parties recognized that there was a need to close schools and move to a distance learning model to allow for physical distancing and accommodate shelter-in-place orders by public health officials to prevent the spread of illness arising from COVID-19.

For the 2020-2021 school year, as the State of California and local government officials provide information regarding the mitigation measures needed to reopen schools, the Parties recognize that there are negotiable effects of the plan to reopen District schools for 2020-2021 school year.

At any time when the District’s schools are in the distance learning model due to recommendations from state and local health officials, whether in (1) full distance learning model, (2) a model that includes both distance learning and in-person instruction, or (3) distance learning due to an emergency school closure, the following will apply.

**Recitals.** The Parties agree that the recitals set forth above are true.

**Terms of Collective Bargaining Agreement.** Unless otherwise noted below, all terms of the current Collective Bargaining Agreement (“CBA”) shall remain unchanged and in full force and effect.

**Flexibility to Open/Close Schools and to Change the Student Instruction Delivery Model.**

The District will make the decision to open, close or reopen District schools or classrooms based on local conditions and public health guidelines. Unit members will be notified by email, electronic communication, or phone about any school closures or transition between plans, including any decisions to extend school closures once they commence.

**1. Hours of Work.**

- A. Regular Work Hours. While engaged in the distance learning model, unit members are expected to continue to work their regular work hours as stated in the CBA in which they will provide the required daily instructional minutes to students, and to engage in planning and preparation time, and collaboration time with their colleagues, in addition to responding to student and parent emails, phone calls, and questions, and participating in faculty meetings and professional development.
- B. Planning, Preparation, Parent Meeting Day. The planning day for the district will be Wednesdays (Preschool on Fridays). The Wednesday schedule for unit members will include a 30 minute whole class live check-in prior to 9:00AM, 3 hours 25 minutes of planning time, 1 hour of parent meeting (IEP, MTSS) time, 2 hours of collaboration time. Two hours of Professional Development (District Wednesday) will be included once a month on a schedule provided by the site administrator.
- C. Work Location. Under the District’s distance learning model, the Parties agree all unit members are highly encouraged to report to work at their assigned school site or district site from 8:30-noon on all contractual work days except Wednesdays (Fridays for Preschool). If a Unit Member chooses to teach from home, they must do so in a reasonably uninterrupted, professional work space with adequate wifi capabilities to provide remote instruction. The district is not responsible for supplying furniture, wifi access or technology devices/services in order to accommodate a Unit Member who chooses to work from home.

- a. Professional Development. All unit members shall participate in professional development focused on providing ongoing robust distance learning.
- b. Training. Consistent with public health guidelines, unit members shall be trained in the following areas:
  - i. Reinforcing the importance of health and safety practices and protocols; ii. Cleaning and disinfecting protocols, cleaning supplies and equipment; iii. Physical distancing requirements and personal protective equipment protocols;
  - iv. Health screening protocols and procedures;
  - v. Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;
  - vi. Protocols on responding to individuals with a family member or someone in close contact with a student or staff member who tests positive for COVID-19; and vii. Protocols on responding to a student or staff member testing positive for COVID-19.
- D. Consistent with all State and Local County Public Health Orders, including full compliance by students and staff with the use of face covering, hand washing, hand sanitizer, and social distancing and with the prior written approval of their site administrator, unit members may work with students on a school site (1.) on a one on one basis or (2.) in small groups of students of less than 5 for purposes of student assessments and additional student instruction and support.

## **2. Communication with Parents/Guardians and Students.**

- A. Unit members will check their District email daily during the regular work week and respond to parents and students during the regular work week and during contracted work hours within 24 hours.
- B. Unit members will not be required to provide personal cell phone numbers or email addresses in communications with parents or students.

C. Every Monday, or the first workday after if Monday is a holiday, unit members will inform parents/students on a template provided by the District of their instruction schedule, their learning intentions for each day of the week, the unit member's availability to provide support and dates on which assignments and curriculum will be disseminated and due to be returned during the week. The teacher's individual schedule and availability will align with the instructional schedule established by the District.

### **3. Safety Conditions**

A. Adherence to Public Health Guidance. During the term of this MOU, the District and unit members agree to adhere to applicable and mandatory Public Health Guidance including guidance issued by the California Department of Public Health ("CDPH") and the County Public Health Department ("Public Health Guidelines").

B. District Guidelines. Unit members shall follow District guidelines (based on Public Health Guidelines) for health and safety procedures in the workplace, including the use of face coverings and social distancing protocols.

C. Face Coverings. If face coverings are required per Public Health Guidelines, all unit members shall wear a face covering (mask or face shield) that meets the Public Health Guidelines and is appropriate for a school setting while at work/school, except when in their own private work areas with no one else present. Some situations may require an exception. These situations will be handled on an individual case basis. A unit member may obtain a District approved exemption based on the needs of the individual, consistent with Public Health Guidelines. Unit members with health concerns that make wearing a face covering problematic agree to contact the Human Resources office. The District retains the authority to determine whether an exemption may be granted to an individual. The District reserves the right to modify this requirement based on changing Health Directives. Upon request, the District will provide face coverings to unit members.

D. Sanitizing and Disinfection. The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, according to the District COVID cleaning schedule, between class sessions, and in between cohorts 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. Daily cleaning and disinfecting as described in Section 3.30 shall be done by trained custodial personnel. Certificated unit members shall not be required to perform daily cleaning and disinfecting that falls outside the scope of the normal duties in our bargaining unit. Upon request of the Association, the District shall provide copies of the District COVID cleaning schedule.

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E. Staff Symptom Screening. Unit members must self-screen before coming to work, i.e. check temperature to ensure temperatures below 100.4 degrees Fahrenheit, check for symptoms outlined by public health officials and stay home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19. All unit members are responsible for personally assessing their own health and possible exposure to the virus causing COVID-19 at least daily while on campus. Unit members will be provided with a screening questionnaire to be submitted daily.

F. When unit members enter worksites, the District may engage in symptom screenings consistent with Public Health Guidelines, which includes visual wellness checks and temperature checks with no-touch thermometers and questioning regarding COVID-19 symptoms and whether unit members have anyone in their home with COVID-19 symptoms or a positive test.

G. Symptomatic unit members. Unit members exhibiting any symptoms, or who believe they have been in close contact with someone who may have COVID-19, shall immediately contact their healthcare provider and avoid contact with other individuals. Unit members with symptoms agree to stay home, notify their supervisor of their absence in accordance with usual procedures, seek medical care, and have substitute lesson plans in place. Unit members shall also stay home if they have been told to quarantine or isolate due to COVID-19 precautions. Sick unit members shall not return to work until they have met Public Health Guideline criteria to discontinue home isolation.

H. Guideline Updates. The District reserves the right to modify requirements based on Public Health Guidelines, as those directives and guidelines may change from time-to-time.

I. Meetings and Gatherings. To the extent permitted by law and when feasible, in-person meetings shall be minimized during the pandemic (including but not limited to, staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, parent meetings, and parent-teacher conferences). When feasible, meetings will be held virtually and shall be scheduled consistent with the terms of the CBA. Unless permitted by State and Local Health Orders, large in-person gatherings (i.e. school assemblies) are prohibited. Back-To-School Night, Open House, and in-person Promotion/Graduation meetings or ceremonies shall be cancelled for the 2020-2021 school year, but may be held virtually. Notwithstanding sections 3.13 and 3.14, all other provisions of the CBA regarding meetings apply.

#### **4. Leaves of Absence.**

- A. Interactive Process. Through an interactive process, the Parties agree that consideration for remote work as an accommodation, in lieu of reporting to the unit members school site during distance learning as provided per Section 4(B) of this MOU, will be given to unit members who provide the District a note from their physician or county public health officer that limits their exposure or ability to report physically to their work site due to COVID-19.
- B. Use of Leave. The parties agree that Unit members who are unable to meet the expectations included in this MOU regarding distance learning, service work and availability shall use any sick leave or personal necessity leave entitlement (including FFCRA emergency paid sick leave and expanded family & medical leave) that they may be eligible for consistent with law and the parties' collective bargaining agreement. The parties agree that all collectively bargained leave provisions will remain in full effect for the duration of the pandemic. Eligible unit members will also be entitled to any new COVID-19 federal and/or State leave benefits. On a case by case basis, unit members who are on an existing or scheduled approved paid leave who are able to fulfill the requirements of this MOU regarding distance learning and service may contact Human Resources to determine their eligibility to return to work.
- C. Federal Families First Coronavirus Response Act (FFCRA). The Parties acknowledge that subject to subsequent legislation, the Federal Families First Coronavirus Response

Act (FFCRA) includes several qualifying reasons for Leave. Under the FFCRA, the federal Department of Labor has stated that certain employees qualify for paid sick time, at different levels of pay depending on the reasons for the COVID-19 leave, if the employee is unable to work (or unable to telework, if applicable) due to a medical diagnosis for the need for COVID-19 leave and:

- i. Is subject to a Federal, State, or local quarantine or isolation order related to COVID-19
- ii. Has been advised by a health care provider to self-quarantine related to COVID-19
- iii. Is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
- iv. is caring for an individual subject to an order described in (i.) or self-quarantine as described in (ii.) above;
- v. Is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19; or
- vi. Is experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

[\*Note 1: The FFCRA qualifying reasons included in sections (i.) through and including (iv.) above do not include general Shelter in Place or Shelter at Home State and County orders that exempt essential service workers including K-12 employees from such orders. For example, a Shelter at Home order alone is not sufficient for eligibility for FFCRA leave. However, an individual RVUTA unit member who is placed on quarantine or specifically ordered to self-isolate because of their personal COVID-19 diagnosis, exposure, or medical vulnerability may qualify for FFCRA leave with medical verification.]

[\*Note 2: For sections 3(i) and 3(ii) above, the parties agree that a physician's or county public health official's documentation is required.]

[\*Note 3: The Parties agree to meet by November 1, 2020 to discuss the expiration of FFCRA.]

D. Documentation Issues. If a unit member believes that they are able to return to work, but is unable to obtain official written medical verification that they are medically released to return to work, the unit member should contact the District's Human Resources Department. The District shall determine whether a unit member can be released to return to work.

E. Positive Test. If a District employee tests positive for COVID-19 as certified in writing by a licensed health care provider or by a public health official, and if such diagnosis is shared with the District, the District will notify any District employee who may have been in contact with that person. The District will also immediately notify RVUTA should such an event occur. The District shall not share the name of the District employee who tested positive for COVID-19. The Parties agree to refer to the then applicable COVID-19 District Safety and Mitigation Guidelines. In addition, the District will comply with State and Local County Public Health orders.

F. Coordination of Leave with FFCRA. If eligible for FFCRA leave, bargaining unit members may choose to supplement the two-thirds (2/3) pay provisions included in FFCRA with their own sick in order to make their pay whole.

G. Industrial Accident Leave/Worker's Compensation

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- i. All provisions of the CBA pertaining to Industrial Accident Leave and/or Worker's Compensation remain in effect. ii. The District shall not contest workers' compensation claims that COVID-19 disease is caused by work exposure for bargaining unit members who are diagnosed by a medical doctor with COVID-19 within fourteen (14) days of having come to work at a District site.

**5. Robust Distance Learning.** The parties recognize that SB 98, as well as additional guidance from the Governor and the California Department of Education ("CDE"), have added additional requirements to ensure the provision of rigorous distance learning while schools are physically closed. As defined by Education Code section 45300, "distance learning" means instruction in which the student and instructor are in different locations. This may include interacting through the use of computer and communications technology, as well as delivering instruction and check-in time with their teacher. Distance learning may include video or audio instruction in which the primary mode of communication between the student and instructor is on-line interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology. It may also include the use of print materials incorporating assignments that are the subject of written or oral feedback.



A. Curriculum Content. While engaged in distance learning/teaching, unit members will plan their courses and plan for modifications to ensure the best possible continuity of instruction taking into account the changed access for students and teachers. During distance learning, classroom teachers will emphasize the essential standards typically taught in that time period. Consistent with Education Code section 43503(b), distance learning will include all of the following:

- iii. Confirmation or provision of access for all pupils to connectivity and devices adequate to participate in the educational program and complete assigned work.
- iv. Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
- v. Academic and other supports designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
- vi. Special education, related services, and any other services required by a pupil's individualized education program pursuant to Section 56341,

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including the requirements of subparagraph (A) of paragraph (9) of subdivision (a) of Section 56345, with accommodations necessary to ensure that individualized education program shall be executed in a distance learning environment.

vii. Designated and integrated instruction in English Language Development

pursuant to Section 11300 of Title 5 of the California Code of Regulations for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning.

viii. 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, the governing board or body of the local educational agency will develop, with parent and stakeholder input, an alternative plan for

frequent live interaction that provides a comparable level of service and school connectedness.

B. Daily Instruction. During periods of distance learning, the Parties agree that, consistent with Education Code section 43501, unit members assigned to a classroom teaching position shall provide a minimum of instructional minutes and student support to students per day, which will include both scheduled synchronous and asynchronous instruction to students, according to the following requirements:

- ix. 180 instructional minutes in kindergarten.
- x. 230 instructional minutes in grades 1 to 3, inclusive.
- xi. 240 instructional minutes in grades 4 to 8, inclusive.

The above requirements for instructional minutes will be exclusive of planning, office hours, required professional development, and staff, department, and grade level meetings.

xii. To comply with Education Code section 43502(e)(2), unit members will be responsible for certifying instructional time based on the time value of assignments as determined by the employee using the District's designated form and/or process for certification.

xiii. Unit members will utilize SeeSaw Plus or Google Classroom (TK-6) or PowerSchool (7-8) for connecting with students and pushing out assignments. Unit members will utilize Zoom and other virtual tools or platforms, to provide daily synchronous learning to their students consistent with the requirements outlined above.

xiv. Classroom teachers continue to be responsible for lesson

designing/planning that includes the following components:

- Learning target/objective
- Direct instruction
- Student practice
- Demonstration of student learning
- Use of formative assessment and student feedback

C. Instructional Minutes for Student with Disabilities. Unit members who provide services to students with disabilities will follow the above instructional minute

requirements to the extent such requirements do not conflict with a student's individualized education plan ("IEP"). In the event there is a conflict with the above instructional minute requirements and a student's IEP, the unit member will follow the IEP.

D. Ensuring the Social Emotional Learning of Our Students. As students are adapting to the new instructional models, unit members will work to address their social and emotional well-being by:

xv. Providing students with non-academic focused check-ins.

xvi. Continue to address social emotional learning when students are engaged in distance learning.

E. Collaboration to Improve Student Outcomes. Unit members will collaborate while they are engaged in distance learning using either in person or virtual meetings to the extent allowed under the applicable health orders.

F. Monitoring Student Engagement and Attendance. Unit members will regularly communicate with parents/guardians regarding students' academic progress. Consistent with Education Code section 43504, unit members will monitor student engagement and attendance as follows:

xvii. Track daily participation for each student on each school day for which distance learning is provided using the tracking system determined by the District. Daily participation may include participation in online activities, completion of regular assignments, completion of assessments, and contacts between employees and students or parents.

xviii. Maintain a weekly engagement record for each student documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participating, and tracking assignment

xix. For students who are not engaged in distance learning, unit members will follow the District's written procedures for tiered reengagement strategies, including but not limited to verification of current contact information, daily notification to parents/guardians of absences, plan for outreach with the student, and, when feasible, transitioning the student to full time in person

instruction.

**6. Students with Disabilities and Distance Learning.** If students with Individualized Education Programs (IEP) or Section 504 Plans receive their instruction via distance learning or via a hybrid model, all special education teachers and service providers will collaborate, as appropriate, with general education teachers to create individualized distance learning plans for their students. The plans will provide for instruction and/or services that meet the minimum recommendations identified by a team with knowledge of the child's needs.

- A. Student IEPs and Section 504 Plans, and amendments, shall be implemented to the greatest extent possible and continue to provide the services called for in those IEPs and Section 504 in alternative ways, ensuring accessibility and providing identified accommodations.
- B. Teachers and service providers may be asked to participate in IEP and Section 504 team meetings as certain timelines, including those for annual reviews, are still in place during site closures or when distance learning or a hybrid instructional model is being used. Virtual tools may be used, as needed, to hold any necessary 504 and IEP meetings.
- C. The District shall communicate, as needed, to appropriate staff, when virtual tools are not appropriate or create significant legal risk. If this occurs, staff shall work with students and families in the manner directed by the District, consistent with then-in-place safety protocols.
- D. Special education unit members will work collaboratively with core content unit members to accommodate or adapt lessons to meet the needs of students in a distance learning or hybrid learning environment and ensure that lessons and activities are appropriate and consistent with the student's IEP.
- E. Unit members will provide timely input to case managers in advance of scheduled IEP or Section 504 meetings.
- F. The Parties agree to meet at the request of either Party to discuss implementing guidance from the California Department of Education (CDE), and/or United States Department of Education (DOE), and/or other applicable guidance, in order to ensure that the District provides equitable and appropriate education for students with special needs and meets all legal requirements.

## **7. Transfers and Assignments**

A. For the 2020-2021 school year only, all transfers to the Home Study Program will be considered temporary, and unit members will be returned to their original school, classroom, and grade of record when possible, in the case of accommodations, the individual no longer requires said accommodation, and in the case of all other unit members.

B. The following procedures shall apply to the assignment of distance learning remote work: The District shall post and notify all bargaining unit members of remote assignment vacancies via district email. The vacancy shall contain the title and brief description of the position, the credential requirements for the position, and a closing date which is at least five (5) calendar days following the posting date.

C. The unit member's request for a distance learning remote teaching assignment must be submitted via email. The request may include the reasons for the bargaining unit member's request, including that they are seeking the distance learning remote teaching assignment because either they or someone in their household is at high risk for infection and illness associated with COVID-19. Such information shall not be utilized or perceived by the District as a request for a reasonable accommodation.

D. Priority for distance learning remote teaching assignments shall be given to those individuals who are requesting the remote work assignment because either they or someone in their household is at high risk for infection or illness associated with COVID-19, in order of hire date seniority with the District.

E. If after giving priority of assignment to bargaining unit members according to Section 8.01.3, there are additional distance learning remote teaching positions available, the remaining assignments shall be filled in order of hire date seniority with the District for unit members with the appropriate credential qualifications.

**8. 2020-2021 Academic Calendar.** The Parties agree to modify the previously approved academic calendar for the current 2020-2021 school year calendar to schedule all necessary days based on the academic instructional model(s) used including all student free days, classroom preparation days, and training days.

**9. Evaluation.** The evaluation process for the 2020-2021 school year shall contain an asterisk as the teaching and working conditions, and circumstances have changed greatly. These circumstances shall be considered and documented in the final evaluation

document. Regular evaluations as described in the CBA will occur for all staff scheduled to be evaluated for the 2020-2021 school year.

The period of time from the start of the school year through September 30, 2020 shall not be used to evaluate bargaining unit members in order to allow time for bargaining unit members and administrators to adjust to a new model of instruction. The evaluation process shall begin on October 1, 2020, with all observations and final evaluations concluded by the designated end date in the CBA. The Parties agree to meet and discuss the evaluation process for the 2020-2021 school year as needed.

**10. Child Supervision.** The District shall provide a no-cost supervision option for school age (TK-8th grade) children of staff who are enrolled in RVUSD schools.

A. During full Distance Learning, the District shall allow unit members to bring their own school aged children (TK-8th grade) with them to work in their classroom as long as supervision of their own child doesn't impede the effectiveness of their Distance Learning facilitation and District work or the work of others. Children of unit members must be in the unit member's classroom and must follow all safety guidelines when on campus including the use of masks, social distancing, and other PPE. The unit member will assume full responsibility for the supervision of their children during this time and shall sign a waiver waiving District liability for any injury or illness to the unit member's children occurring while under the unit member's supervision at work.

**11. Acceptable Use Policy.** District employees using district-provided technology – whether hardware or software –including District networks, emails, and applications, are included within the parameters of the district's Acceptable Use Policy ("AUP"); thus, unit members acknowledge that, using their own personal devices (e.g., mobile phone, laptop, etc.) and internet, but using District-provided applications, makes the AUP applicable. Unit members agree to comply with the District's AUP if working remotely (e.g. using District provided e-mail, logging into District resources (e.g., Google Drive) etc.).

## **12. General Provisions.**

b. Limited Agreement. This MOU addresses only the distance learning aspects of

reopening schools for the 2020-2021 school year and does not preclude continued discussions between the District and RVUTA on other working conditions related to the reopening of schools.

- c. Not Precedent Setting. The Parties agree that this MOU is not precedent setting, does not constitute a past practice, and does not constitute a waiver of the District's right to refuse to negotiate matters that are not mandatory subjects of bargaining.
- d. Compliance with Law. The Parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The Parties will comply with existing and further state or federal legislation or applicable orders and directives as they affect the terms and conditions of employment of bargaining unit employees.
- e. Inconsistencies with the Law. If any term or provision of this MOU is inconsistent with any applicable law or any order issued by any federal, state, or local officer or agency having jurisdiction over the District, or if the inconsistency could result in a loss of state or federal funding, the terms of the applicable law/order shall prevail and the inconsistent term of this MOU shall be disregarded, but all other agreed upon provisions of the MOU will remain in place. In this instance, the Parties shall negotiate about the changes to this MOU as soon as possible and, in advance, if practical.
- f. Term. The Parties agree that this MOU shall expire on June 30, 2021 unless extended or modified by mutual written agreement.
- g. Complete Understanding. This MOU represents a full and complete understanding between the Parties.
- h. Authorization to Execute Agreement. The undersigned Parties represent that they have read and understand the terms of this MOU and are authorized to execute this MOU on behalf of their principals. Copies of signatures shall have the same force and effect as original signatures. Facsimile and electronic signatures shall be deemed original signature.

