

**MEMORANDUM OF UNDERSTANDING
BETWEEN
REED UNION SCHOOL DISTRICT
AND
REED UNION TEACHERS ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE 2020-2021
SCHOOL YEAR.
JULY 1, 2020**

The Reed Union School District and the Reed Union Teachers Association, jointly known as the Parties enter into this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 and the opening of schools for the 2020-2021 school year.

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.

This MOU will adhere to the most current guidance or orders from California Public Health, the Governor and Marin County Public Health.

The Parties acknowledge that staff and students may need to self-quarantine, become quarantined, and/or the District may need to close a learning cohort or close a school campus on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year, as-directed or recommended by the Public Health Officer or Governor.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement ("CBA") not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act ("EERA") *California Government Codes 3540 et seq.* apply and remain in effect.

The Parties agree to the following:

1.0 DEFINITIONS

- 1.01 "Classroom" – is any academic, learning, assessment, or instructional space used by students, certificated, classified, parents, administrators, or other adults on a school campus. This applies to both indoor and outside learning spaces, and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus.
- 1.02 "Cohort" – is a group of students that maintains social isolation and physical distancing. Cohorts are designed to remain stable and intact in order to prevent the spread of infection and illness arising from COVID-19. Split cohorts will refer to dividing the cohort in half and will apply to initial hybrid in-person models.

- 1.03 “Common Equipment” – is any school equipment or structures that is designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, recess/playground equipment, physical education equipment, pens, pencils, and materials used by teachers and staff, etc.
- 1.04 “Common Space” – is any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but is not limited to, school offices, nurse stations, playgrounds, blacktops, quads or outdoor gathering spaces, hallways, bathrooms, etc.
- 1.05 “Face Coverings” – cloth face coverings or masks as recommended by federal, state, and local public health guidance.
- 1.06 “Hand Sanitizer” – this product must contain at least 60% alcohol. Ethyl alcohol is preferred and should be used when there is the potential of unsupervised use by children. Isopropyl alcohol hand sanitizers are more toxic and can be absorbed through the skin. Hand sanitizers containing methanol are toxic and shall not be used. (see CDC and FDA Advisories.)
- 1.07 “Personal Protective Equipment” (PPE)– this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. PPE includes N95 respirators/masks, gloves, goggles and gowns typically used for cleaning and working with individuals who exhibit symptoms of COVID-19. Additionally, PPE also includes items commonly referred to as Essential Protective Equipment (EPE) including face coverings, masks, face shields, neck guards, barriers, gloves, etc.
- 1.08 “Physical Distancing” – to help decrease the spread of the virus by increasing the space between people to six (6) feet, when practicable, and in accordance with Public Health guidance.

2.0 PERSONAL PROTECTIVE EQUIPMENT (“PPE”) or Essential Protective Equipment (EPE) as determined by the Marin County Public Health Officer.

- 2.01 The District shall provide PPE or EPE as appropriate to all unit members and students for every day that unit members or students are required to report to school sites.
- 2.02 In-lieu of using District-provided PPE or EPE, unit members may bring their own PPE or EPE so long as the PPE or EPE complies with public health guidelines and provides equivalent protection to the PPE or EPE provided by the District.
- 2.03 Unit members shall not be required to bring their own PPE or EPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE or EPE.

Face Covering Requirements

- 2.04 Face coverings are required to be worn properly at all times by all individuals on a school campus indoors or outdoors. This applies to all staff, all students in grades K-8, all administrators, and any visitors on campus over two years of age. The District shall develop and share with staff a plan to support students and others who are not in compliance with the face covering requirements.

- 2.04.1 Face coverings shall not be required for students or staff if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist.
- 2.04.2 For students or staff with exemptions from mask requirements, 6 feet physical distancing must be maintained at all times and/or plexiglass barriers installed in their workspace.
- 2.05 For unit members and students who cannot wear a mask according to section 2.04.1, face shields with neck drapes tucked into the shirt shall be used. Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus.
- 2.06 N95 respirators shall be provided to:
 - 2.06.1 Unit members caring for individuals who get sick at the worksite with possible symptoms of COVID-19 illness; and as specified by Marin Public Health Officers. Unit members will conduct a seal check of the N95 respirator when donning.

Hand Washing Requirements

- 2.07 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- 2.08 All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering district sites and every time a classroom is entered.
- 2.09 The District shall comply with the following hand washing requirements:
 - 2.09.1 Every room with a sink shall be stocked with soap, medically effective hand sanitizer, and no touch paper towel dispenser or hand drying equipment.
 - 2.09.2 Every classroom shall be provided medically effective hand sanitizer.
 - 2.09.3 Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.
 - 2.09.4 Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point on a school campus.
 - 2.09.5 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day that staff or students are on campus.

3.0 IN-PERSON LEARNING

The COVID-19 pandemic has caused federal, state, and local public health officers to issue orders and guidance impacting the educational operations of the District in order to minimize health and safety risks associated with COVID-19 infection and illness. As a result of the orders and guidance issued by state, and local public health officers, any in-person learning offered by the District during the pandemic shall be offered consistent with all of the provisions below. If the District is unable to maintain all of the provisions in Sections 2.0 and 3.0, then the District will

offer an educational program according to the provisions of Section 4.0 – Distance Learning/Hybrid Learning of this MOU.

Adherence to Health Guidelines and Orders

- 3.01 The District shall adhere to the COVID-19 guidelines and orders issued by the California Department of Public Health (“CDPH”), and Marin Public Health Department, and the Governor.
- 3.02 Where there is a conflict between the various guidelines or orders, the District may adhere to the most restrictive guidelines or orders in order to minimize potential health and safety risks for all unit members, students, and their families.
- 3.03 The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines in section 3.01.

Physical Distancing

Classroom/Instructional/Academic Learning Spaces

- 3.04 The District shall ensure physical distancing of six (6) feet between all student workspaces when practicable and utilize plexiglass barriers if 6 feet cannot be maintained. The District will ensure physical distancing of six (6) feet between all educator and student workspaces, and between all employee workspaces.
 - 3.04.1 The District shall calculate the split cohort capacity of all workspaces while maintaining physical distance requirements. The capacity for each classroom space shall be posted prior to the start of in-person learning.
 - 3.04.2 All workspaces shall be measured and marked to maintain the physical distancing requirement prior to the start of in-person learning.
- 3.05 In situations in a classroom where the minimum physical distancing guidelines are not met to provide necessary academic instruction or assessments alternative and effective safety devices shall be used such as plexiglass barriers and/or face shields with neck drapes. Time spent in proximity of less than six (6) feet between teachers and students shall be minimized to the fullest extent possible.

Lunch

- 3.07 Physical distancing of six (6) feet shall be maintained between students when practicable and utilize plexiglass barriers if less than 6 feet. Physical distancing of six (6) feet will be maintained between staff and students, and between all staff during their lunch period(s) in accordance with 3.01
- 3.08 Education Code 44813 requires a duty-free lunch period of at-least thirty (30) minutes each workday.
 - 3.08.1 If the District requires students to stay in class for lunch due to the school site facility’s inability to maintain physical distancing requirements during lunch, the District shall compensate unit members who volunteer to remain with students for this period of time at the unit member’s pro rata per diem hourly rate of pay. No unit member shall be required to work during the duty-free lunch time, nor shall

they be pressured or coerced to do so. It shall be the District's responsibility to provide supervision coverage.

- 3.09 Staff lounge capacity while maintaining physical distancing requirements shall be determined and posted on all entrances to the staff lounge and alternative spaces will be designated when needed.

One-Way Directions/Movement

- 3.10 In order to help maintain physical distancing requirements in all common walkways and congregation areas (both outdoor and indoor), the District shall create unidirectional pathways. These pathways shall be clearly marked to indicate the direction of travel and the six (6) feet physical distance spacing.

Entry and Dismissal Points

- 3.11 Since students, parents, and staff tend to congregate in large groups at access points before and after school:
- 3.11.1 School sites shall identify multiple access points to be used for student entry and dismissal before and after school.
 - 3.11.2 Where possible, staff and students will be assigned an entry point for use when coming to school for in-person learning.
 - 3.11.3 School sites may designate staggered start and end times for cohorts, but any staggered start or end times shall not create longer or shorter workdays for unit members.

Recess/Student Break Times

- 3.12 School site administrators, in consultation with unit members, shall create plans and schedules that provide recess and break times for both students and unit members consistent with the following:
- 3.12.1 All recess and break times shall be designed to maintain physical distance requirements and to maintain cohort stability.
 - 3.12.2 All recess and break times shall be staggered to minimize the number of different people with whom staff and students interact.
 - 3.12.3 Recess breaks will be in accordance with the existing CBA.

Meetings and Gatherings

- 3.13 In-person meetings shall be held virtually during the pandemic and following guidelines and orders in 3.01 (including but not limited to, staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, parent meetings, and parent-teacher conferences).
- 3.14 Large in-person gatherings (i.e. school assemblies) are prohibited following guidelines and orders in 3.01.

3.14.1 Large in-person gatherings including Back-To-School Night, Open House, and Promotion/Graduation meetings or ceremonies shall be cancelled or redesigned for the 2020-2021 school year.

3.15 Notwithstanding sections 3.13 and 3.14, all other provisions of the CBA regarding meetings apply.

Student Cohorts

Elementary Schools (K-5)

3.16 The Parties affirm that student cohorts are intended and designed to provide stable groupings of students that are maintained throughout each school day, and through each quarter, trimester, or semester, with an assigned primary cohort teacher, and systems are in place at the school site to prevent the mixing of classroom cohorts.

3.17 Student cohort sizes shall be determined by 6 feet distance, when practicable and utilize plexiglass barriers if 6 feet cannot be maintained in accordance with 3.01.

3.18 Students should remain in their same workspace as much as practicable.

3.18.1 If students need to move to other workspaces in a classroom, the space should be properly cleaned before and after its use.

3.19 Each student's belongings shall be separated and stored in individually labeled storage containers, cubbies, or areas.

3.20 The District, working with unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected between uses.

3.21 School staff shall limit the number of in-person visits to classroom cohorts in order to maintain the stability of the cohorts and to minimize the spread of the illness. Staff not assigned as the primary cohort teacher may use virtual methods of interacting with the student cohort, where possible, and approved by the administrator until staff have had the opportunity to be fully vaccinated.

3.21.1 Unit members shall only interact in-person with students from three (3) classroom cohorts in the same workday in order to minimize their potential exposure to COVID-19 until staff have had the opportunity to be fully vaccinated.

Secondary Schools (Grades 6-8)

3.22 The Parties affirm that student cohorts are intended and designed to provide stable groupings of students that are maintained throughout each school day, and through each quarter, trimester, or semester, with an assigned primary cohort teacher or teachers, and systems are in place at the school site to prevent the mixing of classroom cohorts.

3.23 Student cohort sizes shall be determined by 6 feet distance, when practicable, and utilize plexiglass barriers if 6 feet cannot be maintained in accordance with 3.01.

- 3.24 Students should remain in their same workspace as much as practicable.
 - 3.24.1 If students need to move to other workspaces in a classroom, the space should be properly cleaned before and after its use.
- 3.25 Each student's belongings shall be separated and stored in individually labeled storage containers, cabinets, cubbies, or areas.
- 3.26 The District, working with unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected between uses.
- 3.27 If students are assigned more than one course per day, the following options exist to maintain cohort stability:
 - 3.27.1 Option 1: Student cohorts will remain in one classroom location during the school day. Unit members assigned to provide instruction to students in the cohort will rotate between cohorts during different class periods. Specific classes with required materials incapable of moving may require static spaces that students travel to.
 - 3.27.1.1 Teacher workstations will be cleaned before and after each rotation of unit members.
 - 3.27.2 Option 2: Student cohorts will maintain stability during transitions from one classroom to another utilizing a block schedule. To help facilitate stability, staggered release times may be created. The number of transitions shall be minimized.
 - 3.27.2.1 Classroom spaces will be cleaned before and after each rotation of students.
- 3.28 Unit members who rotate between classroom spaces shall be provided lockable rolling storage cabinets. The District may structure the class schedule to minimize as much as possible the number of total contacts, minimize the distance unit members must travel between classes, and provide assistance to those who have physical barriers to such movement.
- 3.29 School staff shall limit the number of in-person visits to classroom cohorts in order to maintain the stability of the cohorts and to minimize the spread of the illness. Staff not assigned as the cohort teacher may use virtual methods of interacting with the student cohort, where possible and approved by the principal until staff have had the opportunity to be fully vaccinated.
 - 3.29.1 Unit members shall not interact in person with more than three (3) stable student cohorts under a 1.0 contract on any given day. At the middle school level, if a staff member agrees to a 1.2 contract they will interact with (4) stable cohorts on a given day until staff have had the opportunity to be fully vaccinated.

Other Health and Safety Issues
Daily Cleaning and Disinfecting

- 3.30 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, 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.
- 3.31 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, however, will be expected to clean commonly used equipment such as copy machines, microwave ovens, coffee makers, etc. after individual use, and shared classroom spaces.
- 3.32 Upon request of the Association, the District shall provide copies of all cleaning and disinfecting schedules or the Site-Specific Protection Plans.

Regular Disinfection of Classroom Spaces

- 3.33 Regular disinfection of classroom spaces and staff workspaces shall be completed at least once per week. Disinfection shall be done by trained, qualified professionals. Disinfection shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors.

Air Ventilation and Filtration

- 3.34 The Parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. All locations with functioning windows shall be kept open depending on weather, temperature, or air quality conditions.
- 3.35 The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, where appropriate; and open outdoor air dampers to as high as 100% as indoor and outdoor conditions safely permit.
 - 3.35.1 HVAC air filters shall be changed at the COVID -19 recommended intervals.
 - 3.35.2 Keep systems running longer hours, up to 24 hours per day and seven days per week, to enhance ventilation.
 - 3.35.2 Portable classrooms and/or other classroom spaces or workspaces without adequate COVID-19 recommended ventilation shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room.

Health Screening, Testing, Notification, and Contact Tracing

- 3.36 Each school shall have equitable access to a School Nurse for the safety and health of all students, staff, and visitors to the campus each day. The School Nurse shall:
 - 3.36.1 Oversee the health screening, on the school campus;

- 3.36.2 coordinate with the District and interface with the Marin County Public Health Department as appropriate;
 - 3.36.3 primarily care for any individuals that manifest symptoms associated with COVID-19;
 - 3.36.4 implement quarantine protocols; and
 - 3.36.5 train all students, staff, parents, and visitors on effective hygiene practices including but not limited to hand washing, physical distancing, and PPE or EPE usage as appropriate.
- 3.37 District staff shall ensure that all students, employees, and visitors are checked daily for symptoms associated with COVID-19 infection prior to entering school, which may include temperature checks.
- 3.37.1 Health screening, testing, notification, and quarantine protocols and procedures will be created prior to in-person learning occurring.
 - 3.37.2 All students and staff will be trained on these protocols and procedures.
- 3.38 Staff and students with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be treated as prescribed by Public Health guidance and sent to an isolation room on site pending travel home.
- 3.39 Upon notification that an employee or student has been infected with COVID-19, the District shall follow protocols and procedures in conjunction with the Marin County Public Health Department. Unit members shall be notified as soon as possible of confirmed COVID-19 cases to the extent legally permitted as well as any school or building closures due to infection.
- 3.40 All bargaining unit members shall be provided COVID-19 testing at no charge as is recommended or required by Marin Public Health.

4.0 DISTANCE LEARNING/HYBRID MODEL

Consistent with *Education Code Section 43503* as amended by SB98, if as a result of the orders and guidelines issued by state, or local public health officers, the District is unable to provide a safe and healthy in-person learning environment for all students as required in Sections 2.0 and 3.0, distance learning may be offered for students on either a hybrid model combining in-person learning and distance learning or a total distance learning mode of instruction.

Regardless of the District's ability to operate in-person learning according to Sections 2.0 and 3.0, distance learning is permitted five days per week for students who are medically fragile or would be put at risk by in-person learning instruction, or who are self-quarantining because of exposure to COVID-19.

- 4.01 The Parties affirm that the District shall offer in-person instruction to the greatest extent possible while also maintaining a safe and healthy learning environment for all students, educators, and their families. This is done consistent with the provisions of this MOU and in accordance with Marin Public Health guidance and orders.

Hybrid Model of Instruction

- 4.02 The District may adopt a plan that allows for a mixture of in-person and distance learning instruction. All students will receive synchronous (live) instruction and content five days per week either in-person or through distance learning. Asynchronous methods may be used to supplement instruction as well.

Distance Learning

- 4.04 The lesson design and type of instruction provided shall be at the discretion of the classroom teacher, site administrators and grade level teams, and in accordance with SB 98 and any future legislative or Governor mandates.

4.04.1 All content shall be aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

4.04.2 All students will receive daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction will substantially take the form of internet communication, or by other means permissible under public health orders and consistent with this MOU.

4.04.2.1 This daily live interaction shall be designed to meet the needs of students at the discretion of the classroom teacher and with meaningful input from administration. All certificated instructional staff shall provide students no less than three (3) hours in 2nd-8th grades and no less than two (2) hours in Kindergarten and 1st grades, of live interaction/instruction with students as part of their full instructional day every day. Administration will have access to daily live sessions as they would during in-person instruction. K-5 specialist teachers will provide students not less than 15 hours of live interaction/instruction weekly according to the school master schedule.

- 4.05 The District shall ensure equitable access to education for all students and shall confirm and/or make provisions so that all pupils have adequate access to connectivity and technological devices to participate in the educational program and complete assigned work.

- 4.06 The District shall provide academic and other supports in distance learning that are 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 learning needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.

4.06.1 In order to ensure equitable access to the educational program and academic and other supports, the District may choose to provide in-person learning opportunities five (5) days per week for the students described in section 4.06 so long as they are part of a stable classroom cohort for all five days while maintaining all other provisions of this MOU.

- 4.06.2 In order to provide equitable access to the educational program, special education and other related services, for pupils with an individualized education plan (IEP), the District shall ensure that all IEPs can be executed in a distance learning environment. If it is determined by the IEP team that a student should remain in an in-person learning environment five (5) days per week, the District shall offer in-person learning so long as the student is part of a stable classroom cohort for all five days while maintaining all other provisions of this MOU.
- 4.07 According to *Education Code 43501* as amended by SB98 the minimum daily instructional minutes for grades K (180 daily minutes), 1-3 (230 daily minutes), 4-8 (240 daily minutes), and are for the 2020-2021 school year.
- 4.07.1 When providing distance learning, academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level. Daily lesson plans, assessments, and instructional methodologies used shall be at the discretion of the classroom teacher with meaningful input from administration.
- 4.07.2 When providing daily instructional minutes during a Hybrid Model, any in-person learning student schedules and any distance learning student schedules may only require the minimum instructional minutes. The bargaining unit member workday shall remain as described in the CBA.
- 4.08 Bargaining unit members, in collaboration with administration, may determine the means and methods for providing distance learning based on appropriate standards-based instruction, their resources, and their students' abilities to access the curriculum. Bargaining 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 students feedback, and reporting non-participation to the site administrator for additional outreach and follow-up if the teachers efforts have not improved the behavior .
- 4.09 Bargaining unit 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. Bargaining unit members shall have time each week designated to provide student support, meaningful and specific feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms.
- 4.10 Interactive instruction should include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and provides the bargaining unit member opportunities to provide the student encouragement and constructive and timely feedback.

- 4.11 Bargaining unit members providing service in a total (non-hybrid) distance learning model may work remotely or may access and work from their assigned classroom/office workspace during regular school hours as they deem necessary unless their assigned workspace is being used to provide classroom space for a stable student cohort. Administrators will notify bargaining unit members if their regularly assigned workspace is going to be occupied to provide additional spaces for physical distancing and stable cohorts. In the event a bargaining unit member reports to a district worksite, they shall be responsible for following all safety and health requirements in Sections 2.0 and 3.0 of this MOU.
- 4.12 Any recording or publishing of live/synchronous virtual instruction is required to have the consent of the teacher and the principal and may be used in a hybrid or distance learning model as necessary. In no way does this section allow for teachers to refuse to provide live/synchronous or asynchronous/recorded instruction.
- 4.13 The District shall provide all bargaining unit members the necessary equipment and supplies in order to provide distance learning, including but not limited to technology, laptop computers, headphones, and any other items normally provided during in-person learning.
- 4.14 During distance learning, unit members who provide distance learning from their classrooms or workspaces at their school sites will be able to bring their personal children to school during work hours.

Distance Learning Accountability Requirements

- 4.15 District staff shall document daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided. A pupil who does not participate in distance learning when assigned to do so shall be documented as absent by the teacher.
 - 4.15.1 Evidence of daily student participation in distance learning shall be obtained using:
 - 4.15.1.1 evidence of participation in online activities;
 - 4.15.1.2 completion of regular assignments and/or assessments; and
 - 4.15.1.3 contacts between employees of the District and pupils or parents or guardians.
 - 4.15.2 District staff shall ensure that a weekly engagement record is completed for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments
 - 4.15.3 District staff shall develop written procedures for tiered reengagement strategies for all pupils who are absent from distance learning for more than three schooldays or 60% of the instructional days in a school week. These procedures shall require school site teachers, administrators or classified staff to make contact with the pupil's parents or guardians pursuant to the requirements of *Education Code Sections 43504(f)*.

- 4.15.4 Classroom teachers shall regularly communicate with students, parents and guardians regarding a pupil's academic progress consistent with established practices and procedures for traditional in-person learning.

5.0 FAILED SUBSTITUTE COVERAGE

In-Person Learning

- 5.01 In the event a cohort is without a teacher or a substitute teacher during in-person learning, the school site administrator will seek volunteers from the bargaining unit not primarily assigned to teach a stable student cohort to provide in-person instruction to the cohort.
- 5.02 In no event shall two (2) or more stable student cohorts be combined in order to provide instruction, nor shall a single cohort be divided and separated into other cohort groups as defined by Public Health guidelines.

Distance Learning/Hybrid Model

- 5.04 In the event a cohort or virtual class is without a teacher or a substitute teacher, the school site administrator will seek volunteers from the bargaining unit not primarily assigned to teach a stable student cohort to provide any necessary instructional minutes to students, to provide daily live interaction, or to assist students as needed. A unit member assigned to full-time distance learning may volunteer to temporarily cover the additional workload so long as the work can still be provided within their regular workday described in the CBA.

6.0 DAYS AND HOURS

Classroom Preparation Days

- 6.01 Unless already provided for in the CBA, bargaining unit members may be provided classroom preparation days prior to the start of the return of students. These days shall be non-student days with no school site meetings or trainings for the purpose of unit members preparing their classroom spaces for the in-person and/or distance learning. Unit members shall be paid their hourly rate for these Classroom Preparation Days. Prior approval by site administration is required to access additional time or days for this purpose.

In-Person Learning Unit Member Daily Start Time

- 6.02 Unit members shall report to work according to the bargaining unit member start time in the CBA or consistent with past practice. If the school develops staggered start and end times, bargaining unit members shall adjust their contractual start and end time so that the overall workday remains the same number of minutes as provided for in the CBA.
- 6.03 School site protocols will be developed to minimize interaction of bargaining unit members, staff, students, and parents prior to the daily opening of the classroom space for in-person learning.

In-Person Adjunct Duties, Committee Assignments, or Extra Duty Work

- 6.04 Any and all in-person adjunct duties, committee assignments, or extra-duty positions may be cancelled unless such duties, assignments, or positions can be reasonably performed in a virtual setting until staff have had the opportunity to be fully vaccinated.

2020-2021 Academic Calendar

- 6.05 The Parties agree to meet immediately to review and revise 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 if changes are made to the calendar.

7.0 LEAVES

Leave of Absence for Unit Members At-Risk of COVID-19 Exposure

- 7.03 In the event a bargaining unit member is unable to return to in-person instruction because either they or someone in their household is at high risk for illness or infection associated with COVID-19, and an alternate or remote assignment is unavailable to them, such member shall be placed on unpaid leave of absence, and the District will work with the member to utilize accrued leave balances. If an employee exhausts all available leave, they may request to be placed on an unpaid leave of absence. If an employee is granted an unpaid leave due to their own high-risk condition, they will receive 100% coverage of the Kaiser medical single plan option for the employee only for the 2020 – 2021 school year. If an employee is granted an unpaid leave due to a high-risk family member, they will not receive a district contribution toward health benefits.

Industrial Accident Leave/Worker's Compensation

- 7.04 All provisions of the CBA pertaining to Industrial Accident Leave and/or Worker's Compensation remain in effect.

8.0 TRANSFERS AND ASSIGNMENTS

- 8.01 The following procedures shall apply to the assignment of distance learning remote work, if offered at the discretion of the District:
- 8.01.1 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.
- 8.01.2 The unit member's request for a distance learning remote work 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 work assignment because either they or someone in their household is 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.
- 8.01.3 Priority for distance learning remote work assignments shall be given to those individuals who are requesting the remote work assignment because either they or someone in their household is high risk for infection or illness associated with COVID-19. The District will consult with the Association to review requests.

10.0 PAY AND BENEFITS

- 10.01 While working under an in-person learning model, a hybrid model, or a total distance learning model, or during a period of total emergency school closure, bargaining unit

members shall continue to receive their full compensation and benefits. If extracurricular duties can and are performed, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the CBA.

- 10.02 The District shall reimburse all bargaining unit members up to \$200 with prior administrative approval for reasonable costs associated with purchasing equipment, improving home internet bandwidth, or instructional materials not provided by the District directly related to providing distance learning or a hybrid learning model of instruction under the condition that the classroom is not available for use. Teachers are strongly encouraged to use their classrooms for instruction.
- 10.03 Any bargaining unit members that provide substitute coverage for an in-person class cohort, distance learning class, or hybrid class shall be paid their pro rata per diem hourly rate of pay for their time worked.

12.0 SPECIALISTS/ELECTIVES/ OTHER CERTIFICATED TEACHERS

- 12.01 Instruction that is possible to be provided via virtual means may be used in lieu of in person instruction, if applicable and approved by the principal until staff have had the opportunity to be fully vaccinated.
- 12.04 Specialists, elective teachers, and physical education teachers shall prepare daily lesson plans based on academic content standards.12.05 Daily work schedules shall be provided by school site administration.
- 12.06 Assignments that typically have large performance-based classes (band, music, drama, PE) shall only be assigned stable student cohort groups based on the in-person cohort limits in Section 3.0 of this MOU. Any in-person classroom activity that necessitates an increased behavioral risk (such as singing, playing and instrument, or close physical contact) may be provided outdoors or in larger gathering spaces or until deemed safe by public health officials. Additionally, alternative lessons (such as music theory, music appreciation, string or percussive instruments, physical education with distance requirements, etc.) may be provided.

13.0 PUPIL PERSONNEL SERVICES STAFF AND OTHER STAFF NOT ASSIGNED A CLASS ROSTER

- 13.01 All certificated bargaining unit members not assigned as a classroom teacher and other staff working in these positions (including but not limited to counselors, librarians, speech-language pathologists, psychologists, social workers, teachers on assignment, academic coaches, and nurses) shall maintain all physical distancing, PPE/EPE and safety requirements in this MOU.
- 13.02 Staff described in Section 13.01 shall provide their services virtually wherever possible in order to limit their total daily contacts and shall limit their daily in-person contacts to no more than the equivalent number of students as described in Section 13.03. (For example, student contacts are limited to three (3) student cohorts) until staff have had the opportunity to be fully vaccinated.

- 13.03 Physical distancing and PPE or EPE as appropriate requirements are to be maintained in all staff workstations and office settings. If physical distancing of 6 feet is not possible due to office/room size limitations, and in order to maintain student confidentiality or privacy, alternative and effective safety devices shall be used such as plexiglass barriers and/or face shields with neck drapes. Time spent in proximity of less than six (6) feet between individuals shall be minimized to the extent possible.

14.0 COVID-19 EXPOSURE AND COHORT/SCHOOL SITE CLOSURE

- 14.01 Staff, administrators, and students who are sick are expected to remain home and shall not be permitted on a District site while sick.
- 14.02 If a staff member, administrator, student, or household family member associated with a stable student cohort tests positive for COVID-19 the protocols and procedures and guidance from Public Health will be followed. The cohort, or possible exposed students or staff, will immediately be notified and placed on quarantine. During this period of quarantine, students will receive distance learning. The District or site administrator will ensure that the students will have a certificated teacher providing distance learning instruction. If the cohort must transition to distance learning due to quarantine, the bargaining unit member, if medically able to do so, shall continue to provide instruction to the cohort during distance learning. Upon notification that a cohort will be quarantined, administration will work with the teacher and staff to help support students on their first day of instruction.
- 14.03 The District will work with the Marin County Department of Public Health to ensure that all staff and students being quarantined are given resources on how to properly quarantine and provided access to medical professionals if illness manifests itself.
- 14.04 Consistent with the guidance from the California or Marin County Department of Public Health or the Governor, RUSD will determine school or cohort closures in consultation with the Local Health Officer (LHO).
- 14.05 All closed classroom spaces, worksites, rooms, school sites, or other District facilities shall be thoroughly cleaned and disinfected prior to being re-opened for in-person learning.
- 14.06 The District shall communicate any all decisions about closures and re-opening to all bargaining unit members at a school site or district wide as appropriate. Such communication shall be by email or by telephone.

15.0 TRAINING

- 15.01 Consistent with federal, state, and local public health officer guidelines, all staff shall be trained in the following areas, including but not limited to:
 - 15.01.1 Reinforcing the importance of health and safety practices and protocols;
 - 15.01.2 Cleaning and disinfecting protocols, cleaning supplies and equipment;
 - 15.01.3 Physical distancing requirements, personal protective equipment, and stable classroom cohort protocols;

- 15.01.4 Health screening protocols and procedures;
 - 15.01.5 Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;
 - 15.01.6 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;
 - 15.01.7 Protocols on responding to a student or staff member testing positive for COVID-19; and
 - 15.01.8 any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with.
- 15.02 The District shall provide appropriate software and training for bargaining unit members required to engage with students in a virtual setting either as part of in-person learning, distance learning, or a hybrid model.
- 15.03 The District shall provide a minimum of 72 hours' notice to all bargaining unit members of additional required training hours or days not already provided for in the CBA.

16.0 ACCOMMODATION

- 16.01 The Parties acknowledge that the interactive accommodation process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19. All accommodations will follow State and Federal laws that provide for the interactive process to determine any needed accommodations.
- 16.02 The District may support employees who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk by providing options such as distance learning or working remotely, if available.
- 16.03 If reasonable accommodations are not practicable, the District shall work with the employee to utilize available leaves.
- 16.04 The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.
- 16.05 The District agrees to initiate in a timely manner the interactive process for employees whose medical doctor designates them as "high risk," "vulnerable," or equivalent terminology as related to exposure to COVID-19 and have completed the designated form.
- 16.06 The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:
- 16.06.1 Providing additional or enhanced PPE;
 - 16.06.2 Placing physical barriers to separate the vulnerable employee from staff, students, or other individuals on campus;

16.06.3 Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;

16.06.4 Moving the employee workstations; and

16.06.5 If available, transferring or reassigning the employee to a distance learning assignment or an assignment with minimal daily contacts with others.

17.0 ACCESS LIMITATIONS AND ASSOCIATION RIGHTS

17.01 The District shall develop and implement a plan to minimize access to school sites, and limit non-essential visitors, facility use permits, and volunteers.

17.02 Representatives from the Association, including local Association leaders, the California Teachers Association, and the National Education Association, shall be granted access to District worksites for the purposes of member representation and with prior notification to the site administrator.

18.0 GRIEVANCE AND EXPEDITED ARBITRATION

18.01 All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

19.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

19.01 The District and Association agree to meet and confer monthly during the pandemic to discuss physical distancing according to 3.01, textbooks, curricula, educational methods, standards, assessments, with the goal of evaluating the instructional models being used and to improve student learning outcomes. The Parties shall each select four (4) representatives chosen by the Superintendent and Association President or their designees to meet virtually in this consultation committee.

19.02 The Parties shall meet to consult to provide meaningful input into the "School Site-Specific Protection Plan" as developed by each school site, before the District submits this to the Marin County Office of Education, the local public health department, posts it at all District sites, and shares it with all stakeholder. (These are available from each school site)

19.03 The District shall prepare a "Learning Continuity and Attendance Plan" for the 2020-2021 school year in consultation with and reflecting meaningful input from students, the Association, and parents. *(Posted in the Board agenda)*

19.04 The District shall provide all bargaining unit members at a school site with the individual's name, cell phone number, and work email address designated as the single point of contact from each school site and/or District work location to the Marin County Public Health Department.

19.05 Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

19.06 The Parties agree to meet and confer at least monthly, to discuss working conditions as RUSD phases into a full class size program from the initial split cohort hybrid model.

RUSD will follow guidelines as found in 3.01. Decisions must be provided to the association with no less than fifteen (15) workdays of notice to negotiate the impacts and effects of that decision.

20.0 DURATION

- 20.01 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.
- 20.02 This MOU shall expire in full without precedent on June 30, 2021 unless extended or amended by mutual written agreement of the Parties.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

March 17, 2021
Date
Keith Am Luke
Update Signature/Date

Nancy Lynch
July 31, 2020
~~March 13, 2021~~
Date
Nancy Lynch 3.19.21
Update Signature/Date