

## MOU COVID-19 Return to In-Person Instruction RCTA

September 29, 2020

Updated October 5, 2020

### MOU COVID-19 Return to In-Person Instruction Updated February 25, 2021

The Riverside Unified School District (“District”) and Riverside City Teachers Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding the reopening of schools related to COVID-19. This MOU applies to Phases 2 -5 of the Hybrid In-Person Distance Learning Model regarding the COVID-19 return to school for the 2020-2021 school year. The provisions within this MOU are in accordance with SB98 guidelines.

The Parties recognize there is a need to address the learning environment and instructional model of schools in the COVID-19 environment. It is determined that due to the fiscal restraints and safety guidelines, a move to Hybrid In-Person Distance Learning models is necessary at this time. It is the mutual interest of both parties to address the recommendations of public health officials in order to prevent the spread of illness arising from the COVID-19.

This MOU applies to **Phases 2-5 of the Hybrid In-Person Distance Learning Instructional Models** and other Phases 2-5 impacts for Virtual and Home Based for the 2020-2021 school year. The provisions within this MOU are in accordance with SB98 guidelines.

The District and RCTA agree to the following:

#### I. Workspace Set-Up

##### A. Elementary Staff

1. Hybrid In-Person Model Elementary Parent/Guardian-Teacher conferences will be suspended for the year to allow staff time to prepare their classrooms on November 5th and 6th. For any student who is “At Risk for Retention”, in the In-Person model, the teacher will contact the student’s parent(s)/guardian(s) and set up a virtual meeting between September 28th and November 6th to discuss the student’s progress.

##### B. Middle School and High School Staff

1. Hybrid In-Person Model Middle School and High School staff will be able to submit a timecard for up to 10 hours at the Other Extra Duty rate of pay (\$37.44) to set up their classroom/workspace between November 2 through 20, 2020 in preparation for students to return to in-person instruction on November 30, 2020.

##### C. Middle School and High School Special Education Moderate to Severe Staff

1. Hybrid In-Person Model Special Education SDC Moderate Severe staff will be able to submit a timecard for up to 10 hours at the Other Extra Duty rate of pay (\$37.44) to set up their classroom/workspace between October 5 through

November 6, 2020 in preparation for students to return to in-person instruction on November 9, 2020.

## **II. Phases 2-5 of the In-Person Hybrid Instructional Model**

The RUSD In-Person Hybrid Instructional model will provide students the opportunity to attend school in a phased approach, beginning with Distance Learning (Phase 1). When health and safety conditions are appropriate, students will transition back to school campuses starting with a one (1) day per week schedule (Phase 2), phasing into a 2 day per week schedule (Phase 3), then a 5 day per week schedule with health and safety precautions and social distancing (Phase 4). The end of the transitioning will occur when health and safety conditions allow for a return to “typical” school operation (Phase 5).

This MOU covers schedules for Phases 2 and 3. The District agrees to meet with RCTA to finalize effects of schedules for Phases 4 and 5.

- A. In lieu of daily conference periods for Secondary teachers during the block schedule model, they will be provided an extended conference period every other block schedule day. Additional time has been built into the end of each workday as well as time on Wednesdays.
- B. **In-person classroom teachers will be given a fifty (50) dollar stipend in order to purchase voice amplification devices to more effectively deliver instruction. If a voice amplification system is not needed, teachers may utilize this stipend for other classroom supplies they deem necessary. To be paid by the end of the 2020-21 school year.**
- C. Daily Schedules for Hybrid Distance Learning Instructional Program.  
**In-Person Model Schedules Phases 2-3 MOU 9.27.20**

## **III. Non-classroom certificated staff**

- A. Intervention Teachers: Work with administration to determine work based on specialty area.
- B. Teachers on Assignment: Work with administration to determine work based on specialty area.
- C. Itinerant Band Teachers: In-person elementary music teachers will provide both in-person and virtual instruction according to the phases of in-person instruction. In-person instruction will adhere to adopted health and safety protocols. Instructional minutes will be calculated based on the time value of assignments consisting of both daily live interaction with peers and independently completed assignments as determined by the teacher of record.
- D. Synchronous offerings will occur during the regularly scheduled time for that class according to the Distance Learning plan.

## **IV. Elementary Lunch and Recess**

### **A. Elementary Lunch In-Person Model**

- 1. During Hybrid Learning Phases 2 and 3, elementary lunch will be adjusted to a 35-minute duty free lunch, including on days with inclement weather. In the event students are required to remain in their classroom during lunch, an

alternative lounge location(s) will be made available to staff. Following health and safety precautions lounges may possibly have a mini fridge. **Students will not eat lunch in the classroom except during inclement weather. Outdoor spaces on campus will be utilized for student lunches so classrooms are available for teachers to eat their lunches. Lunch supervision will be provided by classified or administrative staff. (During phases 2 and 3 there will be no breakfast in the classroom.)**

**B. Elementary Recess In-Person Model**

1. During Hybrid Learning Phases 2 and 3, Elementary Teachers will rotate through recess duty. Each site administrator will make the recess duty schedule. When a teacher is on recess duty rotation they will only be responsible for their own class. Noon duty aides or campus supervisors will watch the other classes so the teacher(s) not on duty can take their 15 minute break.

**V. Elementary Combination Class**

- A. Allow for flexibility of the live instructional time for the at-home group, ensuring that all students get daily live interaction. This will allow for teachers to do grade level specific lessons at times throughout the day that best meet the needs of their schedule. It may include “live streaming” of lessons.
- B. Provide teacher resources to support pacing and planning in a hybrid combo classroom.

**VI. Instructional Support**

- A. The Curriculum and Instruction team will work with Department Chairs and Course Leads to address concerns and develop supports/ideas as to how to effectively teach separate cohorts including looking at flexible pacing and assessment schedules. The team will develop support for employees to access best practices on how to teach in a block and provide structures.
- B. The Curriculum and Instruction Team will work with employees to provide successful examples and ideas with teachers - an example would be to provide a video vignette library for teachers to access on their own.
- C. Teachers who chose to do so may invite their at home cohort to join them on Google meets while they are simultaneously teaching the in-person group. This decision is left to the autonomy of the teacher. Teaching to both groups simultaneously is not mandated and it is not to replace the morning distance learning blocks.
- D. Teachers have the option to record their live lessons and then assign them for viewing to the at home group at home that day.

**VII. Employee Work Location and Certificated Work Day**

- A. Employees assigned to the Virtual or Home Based models may choose to work from home, or from their classroom/office.

- B. All Employees assigned to the In-Person model will be expected to work from their assigned site on days students are on campus.
- C. Worksites will be available during the hours of 7:00 a.m entry time to 4:30 p.m. exit time. Site administration will provide employees with a check in/check out procedure to ensure safety on campus.
- D. Employees will be able to leave campus after dismissing their students and work remotely for the remainder of the contractual day. This cannot impact or interfere with their ability to attend virtual meetings such as but not limited to IEPs, Staff, Department, etc. Employees must be accessible to parents, administration and able to fulfill their duties during their workday.
- E. Employees who have their own children attending the **site** they work at, will be allowed to have their child/children in their classroom with them during the employees' portion of the Distance Learning morning portion on the days of their student's **cohort attendance**. The employee's child/children may also stay in the classroom after school until the end of their contracted day.

### **VIII. Health and Safety Considerations**

All employees on site during Phases 2-4 will follow the safety conditions listed below.

\*\* More detailed health and safety information can be found in the attached document titled COVID-19 Return to In-Person Instruction RCTA Health and Safety Addendum.

The District shall adhere to the COVID guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and/or the Riverside County Office of Public Health. The parties agree to meet as soon as possible to negotiate the impact and effects of revisions or updates to those guidelines.

All aspects of the RUSD COVID-19 Safety Plan approved by the district will be adhered to and considered a part of this agreement.

#### **A. Face Coverings**

1. Face coverings are required to be worn by all students and staff unless there is a medical or behavioral contraindication verified in writing from a licensed medical professional. Face coverings must be worn while on all District properties when in common areas including restrooms.
2. The district will provide each employee with a 3 ply disposable mask that meets the California Department of Public Health guidelines each day.
3. Employees may request a face shield from the district if desired. A face mask must still be worn with the face shield.
4. The District shall require the use of face coverings in accordance with state and local mandates currently in effect. Individuals who cannot wear a mask because of a documented health issue may use an appropriate **district or** self provided

face shield that meets CDPH guidelines. Masks and face shields may not be required for students with a medical apparatus which prevents or obstructs the use of the apparatus. Face coverings are required to be worn properly (covering mouth and nose) while on campus. This applies to all staff, all administrators, all students and any visitors on campus over two years of age.

**B. Protective Shielding**

1. The District will provide each Certificated Unit Member with a rolling plexiglass barrier in their classrooms.
2. All students will have plexiglass desk partitions (sneeze guards).

**C. Cleaning and Sanitizing**

1. The District shall ensure that classroom spaces, restrooms, and common spaces are cleaned and disinfected daily, including but not limited to doorknobs, lights switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant, as recommended by federal, state, and/or local health officials.
2. Disinfecting products and medically effective hand sanitizer that meet CDPH guidelines will be provided and regularly restocked in each classroom/workspace.
3. Hand sanitizer stations will be provided at various locations on school campuses.
4. School campuses will have water bottle filling stations and students will be provided a reusable water bottle. Water fountains will be used for refilling water bottles.

**D. Class Size**

During phases 2 & 3 classes will be divided in half as closely as possible to limit the number of students on campus and in classrooms. **In the event a class is not able to meet the CDPH in the CSP plan regarding social distancing guidelines, the class will be relocated to an alternative location. Non-classroom certificated staff who are not able to meet the CDPH in the CSP plan may request an alternate workspace from their administrator.**

**E. Visitors**

No visitors will be allowed on campus unless pre-approved

**F. Maintain 6 foot social distance**

1. Signage and floor markers for social distancing must be followed
2. Maximize space between seating and/or desks. **Per state guidelines, student chairs should be seated 6 feet apart whenever possible. If student chairs need to be seated less than 6 feet apart, plexiglass barriers should be utilized with a minimum of 4 feet between student chairs. The distance between teacher and other staff desks must be at least six feet away from student desks.**

### **G. Employee Self Assessment**

1. Prior to reporting to their work location, employees will complete a self assessment to determine if they are experiencing signs and/or symptoms related to COVID-19.
2. Employees will be requested to take their temperature before coming to the work location; they will be advised not to come to the work location if the temperature is 100.4 or higher.
3. All employees must wash hands prior to arriving to site and should sanitize hands periodically

### **H. Employee COVID-19 TESTING**

RUSD will follow the California Department of Public Health ( CDPH ) guidelines for symptomatic and asymptomatic testing. According to the California Department of Public Health and Riverside County Department of Public Health, once schools are re-opened to in-person instruction, it is recommended asymptomatic testing be implemented based on the local disease trends. The District will follow the [testing cadence according to CDPH and local health guidance](#).

- A SARS-CoV-2 PCR test will be offered on-site through our testing partners and their affiliated lab partners according to the testing cadence recommended by CDPH.
- Testing will also be offered at off-site options through community and health plan testing locations.
- The District will follow up with those individuals for which results are not received and make a good-faith effort to achieve the recommended testing frequency by ensuring multiple opportunities and availability of testing.

### **I. Positive Test Results**

All Employees must inform the District if they have tested positive, or have been exposed to an individual who has tested positive for COVID 19, and will follow the Centers for Disease Control and County Health Department guidelines to self quarantine and self monitor for any potential symptoms.

[Identification and Tracing of Contacts & Communication](#)

### **J. Employee Leaves**

1. The Parties agree that if an employee is unavailable or unable to perform assigned work for personal or medical reasons, the employee will follow Article XVI of the Collective Bargaining Agreement and Federal and State guidelines for additional paid leave. Teachers will utilize Aesop to report an absence on days when they will not be providing instruction. Any employee absent from duty under quarantine or due to illness arising out of the COVID-19 Pandemic must notify the District when they have tested positive for COVID-19 and will follow the CDC, State and County guidelines for care.

2. Employees that meet the requirements and qualifying reasons outlined in the Department of Labor's "Families First Coronavirus Response Act" will be entitled to up to a total of ten (10) days of H.R. 6201 paid sick leave from April 1, 2020, through December 31, 2020. Employees are responsible for completing the appropriate forms. The COVID-19 Leave Chart will assist employees to better understand the Families First Coronavirus Response Act (FFCRA), also referred to as H.R. 6201, language regarding paid leaves available to you during this time. For your reference, we also have attached informational material that outlines FFCRA Employee Rights to leave flexibility related to COVID-19 and the Employee Request for Emergency Sick Leave and Emergency Family and Medical Leave Form.
3. Employees must inform the District if they have tested positive, or have been exposed to an individual who has tested positive for COVID-19, and must follow the Centers for Disease Control (CDC) and County Health Department guidelines to self-quarantine and to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing. In that event the unit member cannot perform their duties due to COVID-19 symptoms, they may utilize H.R. 6201 leave and/or other available leaves.
4. Employees will work directly with HR to determine which leaves they may be eligible for under H.R. 6201 and/or if they will use accumulated sick leaves or other applicable leaves, in the event they are unable to perform their duties.
5. To determine the appropriate leave if exposed to COVID-19 the attached chart will be followed based on contact tracing findings. COVID-19 Employee Exposure Chart
6. If it is determined through contract tracing with the county that an employee was exposed at work and needs to quarantine and be tested, the Personnel Department, in consultation with the County Department of Public Health and the District Lead Nurse, will determine the leaves available for the employee one which could be, but is not limited to, Paid Administrative Leave and would not impact the employees' sick leave.

**K. Ventilation**

1. Equipped with a centralized HVAC system with air filtration with a minimum efficiency reporting value (MERV) of 13 or better; or
2. Equipped with a centralized HVAC system with air filtration with a minimum efficiency reporting value (MERV) of 8, AND portable air filtration units with a clean air delivery rate (CADR) of 180 CFM or greater per 1000 square feet of floor area.

**IX. Special Education Schedules for SDC Moderate Severe - Non Categorical, Medically Fragile and Autism**

The following groups: Moderate Severe - Non Categorical, Medically Fragile and Autism, will be returning under a different timeline and schedule due to the unique learning needs with regards to accessing curriculum and instruction following guidance set forth based on language from Special Cohorts set by the state. This group of students falls under the category of the vulnerable loss/regression population.

Elementary, Middle School, and High School SDC Moderate Severe - Non Categorical, Medically Fragile and Autism will all return November 9th in Phase 2 and move to Phase 3 on November 30th.

See attached: Special Education In Person SDC Non Categorical Moderate Severe Medically Fragile and Autism Schedules

**X. Project Team Schedules**

See attached: Project Team Schedules

**XI. Special Education Virtual Assessments**

- A. Special Education Teachers who need to complete the mandatory professional development training for digital assessments will be paid up to ten (10) additional hours on a time card at the Other Extra Duty rate of pay (\$37.44).
- B. Service providers will have the autonomy to make the professional determination of which assessments will be utilized.
- C. For more specific details regarding special education assessments, refer to the attached document entitled "Virtual Assessment Procedures and Protocols".
- D. ECAT Team, the first session will be virtual and if the team feels that they have enough information from that virtual assessment a second one may not be needed. If they DO NOT feel they have enough info, the second may be done virtually or may need to be in person if the virtual is not successful. Please refer to the Virtual Assessment Procedures and Protocols document.

**XII. Special Education Workgroup to Address Overdue Assessments**

A workgroup consisting of Special Education Teachers, SLPs, Psychologists, Student Advisors, Administrators and RCTA representatives will be assembled and begin meeting prior to October 15th to develop a plan of how to best address the number of overdue assessments. [Virtual Assessment Procedures and Protocols](#)

**XIII. PreSchool**

PreSchool will return in Phase 3 and schedules will be provided prior to that time.

**XIV. Unit Member Administrative Support**

Staff, department/team, IEP and collaboration meetings will remain virtual throughout Phases 2 and 3.

**XV. Counselors**

Counselors will continue to address the three domains Academic, Career, and Social/Emotional development. Counselors may provide virtual and/or in-person appointments to students for academic counseling, monitoring, and guidance from any one of the domains. Counselors will be expected to continue to follow the outlined Roles and Expectations from the MOU COVID-19 RETURN TO SCHOOL dated July 30, 2020.

**XVI. Nurses**

Develop and provide contact information and instructions on accessing virtual support along with In-Person for those students in the Hybrid option. Nurses will be expected to continue to follow the outlined Roles and Expectations from the MOU COVID-19 RETURN TO SCHOOL dated July 30, 2020.

**XVII. Virtual Instruction Model**

Virtual Instructional Model teachers will be expected to continue to follow the outlined Roles and Expectations from the MOU COVID-19 RETURN TO SCHOOL dated July 30, 2020.

**XVIII. Home Based Instruction Model**

Home Based Instructional Model Teachers will be expected to continue to follow the outlined Roles and Expectations from the MOU COVID-19 RETURN TO SCHOOL dated July 30, 2020.

**XIX. Terms of Agreement**

The Terms of this agreement shall sunset May 26, 2021 or until the end of Phase 4, whichever comes first.

The parties understand the COVID-19 pandemic situation is very fluid and mutually agree to bargain the provisions of the MOU, within 10 days of any County, State, and/or Federal requirement changes.

The District and/or Association reserve the right to negotiate any additional impacts of this MOU and/or return to the table to negotiate areas defined in this MOU.

All components of the current Collective Bargaining Agreement between RCTA and District not addressed by the terms of this agreement shall remain in full effect.

This Memorandum of Understanding shall not be precedent setting nor form any basis for a past practice.

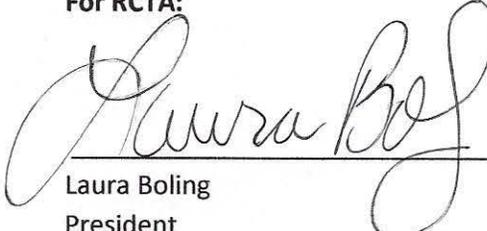
It is understood this Agreement is subject to RCTA review and the approval of the Board of Education.

**For RUSD:**

  
\_\_\_\_\_  
Kyle Ybarra

Assistant Superintendent Personnel

**For RCTA:**

  
\_\_\_\_\_  
Laura Boling

President

Date 3/1/2021

Date 3/1/21