

Final 8.12.2020

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COTATI - ROHNERT PARK UNIFIED SCHOOL DISTRICT
AND
ROHNERT PARK EDUCATORS ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE 2020-2021
SCHOOL YEAR.**

August 12, 2020

The Cotati Rohnert Park Unified District (“District”) and the Rohnert Park Educators Association (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus COVID-19 and the opening of schools during 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.

The Parties acknowledge that unit members may need to self-quarantine based on a doctor’s directive or a COVID-29 test wait period, become quarantined, and/or the District may need to close a learning cohort or close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year.

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.

Due to a current COVID-19 shelter in place order, unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or suspension provided that a unit member without a medical directive in place is ready, able, and willing to perform their customary or accommodated work duties on site or remotely. Unit members may be directed to report to their worksite while it is closed to students in the event that Government Code 3101 is enacted, and teachers are called upon to be disaster service workers.

Unit members will be notified by email about any decisions to extend school closures. Unit members are required to update their contact information (phone/address) with their site principal and the Human Resources Department.

The District and the Association agree to the following:

1.0 DEFINITIONS

1. "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 outdoor learning spaces, and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus.
2. "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, etc.
3. "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.
4. "Face Coverings" – cloth face coverings or masks as recommended by federal, state, and local public health guidance.
5. "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.)
6. "Personal Protective Equipment" – refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and includes face coverings, masks, N95 masks, face shields, neck guards, barriers, gloves, goggles, etc.
7. "Physical Distancing" – also known as social distancing to help decrease the spread of the virus by increasing the space between people to at least six (6) feet and reducing the number of different people with whom a person interacts.
8. "FFCRA" - Families First Coronavirus Act (FFCRA expires December 31, 2020)
9. "HIPPA" - Health Insurance Portability and Accountability Act
10. "Asynchronous Learning" means not keeping time together, which refers to students' ability to access information, demonstrate what they've learned, and communicate with classmates and instructors on their own time--they don't have to be in the same classroom or even in the same time zone to participate. (Independent Learning)
11. "Synchronous Learning" is a general term used to describe forms of education, instruction, and learning that occur at the same time, but not in the same place. (Direct/Interactive Instruction)
12. "Interactive Learning" is interaction, instructions, and check-ins between teachers and students through the use of a computer or other communications technology. Ed Code 43503 requires that Distance Learning includes "daily live interaction." Daily live interaction is two way communication between a certificated teacher and a student each instructional day.
13. "Distance Learning" is defined in Ed Code 43500 (a) as video or audio instruction in which the primary mode of communication between the student and certified employee is online interaction, instructional television, video, telecourses, or other instruction that rely on computer or

communication technology. The use of print, video, and audio materials incorporating assignments that are the subject of written or oral feedback. Interaction, instructions, and check ins between teachers and students through the use of a computer or other communications technology.

2.0 PERSONAL PROTECTIVE EQUIPMENT (“PPE”)

1. The District shall provide PPE (e.g. facial coverings, hand sanitizer, soap, towels) to all unit members required to report to school sites.
2. In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.
 - a) Unit members must enter district worksites with face coverings and follow social distancing recommendations. A current copy of public health guidelines will be available on the District website.

Face Covering Requirements

3. Face coverings are required to be worn properly at all times by all unit members indoors or outdoors when in common, shared areas and when within 6 feet of any other individual. The District will provide signage for face covering/public health requirements.
 - a) Face coverings shall not be required for students or unit members if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist. Administrators or designee will provide teachers with the names of students who have a medical or behavioral exemption to wearing a mask. This information will be updated regularly.
4. Every effort and priority will be made to provide N-95 masks for nurses and specialists working in close proximity with children.

Hand Washing Requirements

5. The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
6. The District shall comply with the following hand washing requirements:
 - a) Every room with a sink shall be stocked with soap, hand sanitizer, and hand drying equipment.
 - b) Every classroom shall be provided hand sanitizer.
 - c) Non-classroom workspaces and common spaces shall be provided hand sanitizer.

3.0 DISTANCE LEARNING

Adherence to Health Guidelines and Orders

1. The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines.

Physical Distancing

Classroom/Instructional/Academic Learning Spaces

2. The District shall comply with social distancing guidelines to ensure physical distancing .
3. No unit member shall be directed to violate the six (6) feet of physical distancing requirement except to prevent imminent bodily or physical harm from occurring.

Meetings and Gatherings during a Distance Learning Model

4. All meetings to conduct school business, including but not limited to Back to School Nights, shall be held virtually and shall be scheduled during non-instructional time. Special Education and 504 assessments may be held in person following current social distancing protocols and legal guidance.

Daily Cleaning and Disinfecting

5. The District shall ensure that all used classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily. The District will utilize an electronic form through Rapid Identity to ensure rooms and spaces that have been occupied are cleaned appropriately.

Air Ventilation and Filtration

6. Attention (meaning regular cleaning and replacement) will be given to maintaining HVAC system filters to the extent practicable.

Health Screening, Testing, Notification, and Contact Tracing

7. RPCEA and the District will cooperate and collaborate in any necessary public health care actions such as contact tracing of infected individuals. The District and nurses will collaborate to ensure healthy and safety protocols are maintained at all sites and will frequently communicate regarding any concerns.
8. The District shall ensure that all employees are checked daily for symptoms associated with COVID-19 infection prior to entering school buildings by taking a COVID-19 self-assessment (SoCo app, Rapid Identity, or paper form). In addition, a temperature check may be conducted prior to entering district facilities.
 - a) Health screening, testing, notification, and quarantine protocols and procedures will be created prior to in-person learning occurring.
 - b) All staff will be trained on these protocols and procedures.
9. Unit members with any symptoms consistent with COVID-19, or who have had close contact with a person with COVID-19, will follow appropriate protocols for maintaining safety and seek a COVID-19 test. The unit member shall notify the District of the test results.
10. Upon notification that an employee or student has been infected with a confirmed case of COVID-19, the District shall follow contact tracing procedures in conjunction with the Sonoma County Department of Public Health. All persons who may have come in contact with the infected individual shall be notified. The District shall notify the Association President of the location(s) where the infected individual was present on the school campus during the suspected incubation/active infection period.

11. The District shall test unit members periodically, as testing capacity permits and is practicable. The recommended testing schedule is 50% of school employees every month rotating testing of all staff over time. Procedures regarding testing to follow once determined by CDPH.
 - a) Unit members who have a pre-existing medical condition as identified by the CDC, the California Department of Health or the Sonoma County Public Health Officer which makes them particularly vulnerable to life-threatening symptoms related to COVID-19 may request an accommodation through the interactive process with supporting medical documentation. Each unit member who is able to work may be granted an assignment as an accommodation as identified by District need. Accommodations may include, but are not limited to, the provision of personal protective equipment (PPE), heightened social distancing protocols, remote working, alternative work assignments (modified duty), alternative remote assignment, temporary reassignments (e.g., Distance learning, Independent Study, Home and Hospitals) and/or the possible use of accrued sick leave in addition to that provided through FFCRA. If the unit member is unable to accept all offered alternative assignments, the interactive process and Leave of Absence Provisions of the CBA will be used to ensure all unit members will be granted any and all available leaves (eligible, FFCRA, FMLA), thus giving an opportunity other than resignation. Requests for such accommodations will be considered on a case-by-case basis and only with supporting medical documentation from a medical provider.
12. According to *Education Code 43501* as amended by SB98 the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-12 (240 daily minutes), and Continuation High School (180 daily minutes) are in effect for the 2020-2021 school year.

4.0 DISTANCE LEARNING MODEL

Distance Learning Schedules

Due to the pandemic disrupting normal family life, and recognizing that circumstances may be different for students and their families, the following are minimum and maximum limits students should be expected to engage with Distance Learning lessons in lieu of in class activities each day/week per grade level. Teacher's shall distinguish instruction time from independent practice time.

1. Instructional blocks should consist of synchronous and asynchronous activities to reduce or limit screen fatigue over the course of the day.

- **Elementary School Distance Learning Model Schedules – included**
- **Secondary School Distance Learning Model Schedules – included**

Distance Learning

2. All students will receive synchronous or asynchronous instruction and content five days per week through distance learning.
 - a) All content shall be aligned to grade-level essential standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

- b) All students shall receive 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 and consistent with this MOU.
 - i. This daily live interaction shall be designed to meet the needs of students at the discretion of the classroom teacher.
 - ii. If daily live interaction is not feasible as part of regular instruction, the District shall develop an alternative plan in consultation with and based on meaningful input from students, parents, and the Association.
3. 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. 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 exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
5. Bargaining unit members shall 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, contacting parents and students who are failing to meet desired assignment completion and missing virtual meetings, and reporting non-participation to the site administrator for additional outreach and follow-up.
6. 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, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms. Bargaining unit members may flex their office hours in order to support working parents.
7. Interactive instruction should include content that requires daily 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 feedback.
8. 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. Administrators will notify bargaining unit members if their regularly assigned workspace is going to be occupied for any reason.

9. Teachers may choose to video their daily lessons but are not required to do so. Any recording of live/synchronous virtual instruction is required to have the consent of the teacher and the principal.
 - a) During distance learning, teachers may work remotely or from their assigned classrooms. Classroom based equipment such as printers, Apple TVs, furniture, is to remain in the classroom. iPad stands may be taken home for Distance Learning use. Based upon an interactive process, the District will assess assignment and need for equipment for individual unit members.
10. Bargaining unit members shall check their District email daily during the course of the duty week and respond to Administrator emails in a timely fashion
11. Unit members shall receive preparation time daily. Weekly preparation time shall be equitable across all school sites unless agreed upon by both parties. Scheduled preparation time shall be no less than 450 minutes per week.
12. Bargaining unit members shall be held harmless for the reasonable use of technology, as it relates to privacy concerns, during this time.
13. Unit members may teach a social emotional component using curriculum provided by the District.

Distance Learning Accountability Requirements

14. The teachers 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 distance learning teacher.
 - a) Evidence of daily student participation in distance learning shall be obtained using one of the following options:
 - evidence of participation in online activities;
 - completion of regular assignments and/or assessments; or
 - contacts between employees of the District and pupils or parents or guardians.
15. The teacher 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. Additional trainings with Power Schools may be provided.
16. The District shall develop written procedures for tiered re-engagement strategies for all pupils who are absent from distance learning for more than three school days or 60% of the instructional days in a school week.
17. Classroom teachers shall regularly communicate with parents and guardians regarding a pupil's academic, behavioral, and attendance progress consistent with established practices and procedures for traditional in-person learning.

5.0 DISTANCE LEARNING/SUBSTITUTE NEED

1. 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.

2. If no certificated bargaining unit member is available to provide substitute teaching coverage, the cohort may be instructed by an administrator until such time as a bargaining unit member or certificated substitute teacher becomes available.

6.1 DAYS AND HOURS

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

1. Any and all in-person adjunct duties, committee assignments, or extra-duty positions shall be performed in a virtual setting.

7.0 LEAVES

1. Unit members who need to take a leave of absence, or who are currently on a Board approved leave who are not exposed to, or taken ill by COVID-19, will take leave in accordance with the law, the collective bargaining agreement (“CBA”), Board Policy, and/or Administrative Regulation, as applicable. The District may schedule an interactive meeting for unit members who seek a leave for reasons set forth in the Families First Coronavirus Response Act, including child care concerns to discuss available leave options.

Industrial Accident Leave/Workers Compensation

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

8.0 TRANSFERS AND ASSIGNMENTS

1. The following procedures shall apply to the assignment of distance learning remote work:
 - a) The District shall post and notify all bargaining unit members of remote assignment vacancies via district email. Vacancies shall also be posted on the District website. 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 seven (7) calendar days following the posting date.

9.0 CHILDCARE

1. If a unit member elects to teach on campus and brings his/her child/children to the classroom, the unit member must complete a waiver mandated by RESIG that holds the District harmless for any illness or injury incurred.

10.0 PAY AND BENEFITS

1. 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 with prior administrative approval, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the CBA.

11.0 EVALUATION

1. 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.
2. If a unit member does choose to record their lessons, this will not be required to be used toward their final evaluation for the 2020 - 2021 school year.

12.0 SPECIALISTS/ELECTIVES/PHYSICAL EDUCATION

1. Unit members that provide instruction to multiple stable student cohorts in one school day shall be provided PPE appropriate to their increased interactions with students.
2. Any and all instruction that is possible to be provided via virtual (synchronous or asynchronous) instruction shall be used in lieu of in-person instruction.
3. Specialists, elective teachers, and physical education teachers shall prepare daily lesson plans based on academic content standards that provides an equivalent level of rigor as in-person learning for stable student cohorts engaged in in-person learning as well as for students engaged in distance learning or a hybrid model of instruction.
4. Daily work schedules shall be provided by school site administration.
5. The District and the Association recognize that the student support staff positions are unique. Bargaining unit members serving in student support roles including, but not limited to, counselors, nurses, speech and language pathologists, home and hospital, ECE shall provide the following student services and shall:
 - a) be provided the necessary information by District personnel to provide support for students and families.
 - b) The District shall continue to provide translation support for virtual, telephonic and written communication with students and families.
 - c) The District shall continue to hold virtual training opportunities and provide ongoing support for support staff unit members.

13.0 SPECIAL EDUCATION

1. Special education teachers will work collaboratively with core content teachers via a virtual platform to adapt lessons to meet the needs of students in a digital learning environment and ensure that lessons and activities are appropriate.
2. While it is the intention of both parties to comply with federal and state guidelines; the District and the Association understand the complexities and challenges with scheduling IEP meetings, holding virtual IEP meetings, and engaging families as partners in the IEP development process.
 - a) Every attempt to utilize virtual tools to hold any necessary IEP meetings and to meet and collaborate on a student's IEP will be initiated.
 - b) The Special Education Department will continue to hold virtual training opportunities and provide ongoing support for teachers.
 - c) Special Education will provide clear guidance in regards to HIPPA and FERPA.
 - d) Case managers will make a good faith effort to schedule IEPs and document attempts to schedule IEP meetings with families.
 - e) The District will continue to provide translation support for virtual, telephonic and written communication with students and families.
 - f) The District shall provide sign language supports and closed captioning for D/HH students and interpreters for classroom meetings that are conducted within a platform that does not have CC enabled.
3. The Special Education Department will develop virtual training opportunities and provide ongoing support for members.

14.0 SCHOOL COUNSELORS

1. School Counselors shall provide virtual or telephone appointments to students for academic counseling, social emotional learning, parent/guardian support, monitoring, staff consultation/support and student guidance. These appointments or conversations will be conducted via email, telephone, or other virtual tools, as appropriate.
 - a) The District will provide translation support for virtual, telephonic and written communication with students and families.
2. School Counselors provide services aligned with a distance service delivery model. School Counselors shall provide distance service and perform duties and responsibilities outlined below.
 - a) Other duties designated shall include, but are not limited to:
 - Scheduling Students
 - Counseling services for students and parent/guardians
 - Transcripts
 - College Prep/Transition prep
 - Crisis Interventions
 - School wide events as needed (i.e. registration, info events, elective choice, FAFSA, college planning events, etc.)
 - Teacher/staff/admin consultation
 - b) Provide remote counseling support (i.e. teletherapy), social-emotional and Distance Learning support virtually for students on their site.

3. Individualized and group mental health counseling services shall be provided and aligned with the students' Individual Education Plan and the workday.
4. The District shall provide relevant agreed-upon teletherapy materials and subscriptions/licenses for teletherapy resources and behavior management incentive system and social emotional curriculum.
5. The District will support School Counselors in obtaining alternative phone numbers (e.g. google phone numbers.)
6. School Counselors shall make every attempt to conduct contact with students on their caseloads and wellness check-ins as needed. This can be done via phone call, virtual tools, text message, and email.
7. Medically compromised unit members with medical documentation shall be provided with options regarding alternate site access as part of the interactive process.
8. The District will develop virtual training opportunities and provide ongoing support for School Counselors.

15.0 NURSES

1. Distance Learning: nurses shall continue to provide indirect nursing services for students and families including case management, and paperwork/documentation (i.e. LEA billing, Power Schools entries, IHPs, SEIS documentation). Nurses shall attend virtual IEP and 504 meetings and conduct "Record Review" only assessments whenever possible during distance learning.
2. The District shall provide translation support for virtual, telephonic and written communication with students and families.
3. The District shall continue to hold virtual training opportunities and provide ongoing support for support staff unit members.
4. Nurses conducting any assessments on staff and students with or without suspected COVID-19 symptoms, must wear Personal Protective Equipment (PPE) provided by the district.
5. Nurses shall have a dedicated office space that allows for compliance with privacy policies (FERPA and HIPAA), physical distancing, and appropriate ventilation.

16.0 SPEECH AND LANGUAGE PATHOLOGIST

1. Speech and Language Pathologists shall provide services as described by Federal and State guidelines during the Covid-19 context.
2. Service Delivery:
 - a) Service minutes shall be provided via email, telephone, virtual platforms. When appropriate, IEPs shall be amended to meet the needs of students and families.
3. Assessments shall be conducted remotely and by "Record Review" when appropriate.
4. SLPs may direct 1:1 assessment
 - a) All volunteer assessments shall be scheduled by appointment.
 - b) SLP direct assessments will be virtual and by appointment only .

17.0 GRIEVANCE AND ARBITRATION

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

18.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

1. The District and Association agree to meet monthly during the pandemic to discuss concerns and issues.
2. 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 Sonoma County Public Health Department.
3. Due to the evolving nature of the pandemic, the Association and the District reserve the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

19.0 DURATION

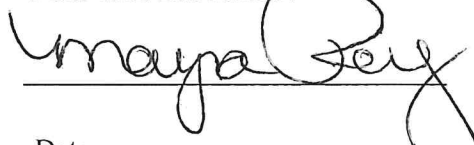
1. The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the community. Communication will remain frequent as events continue to unfold during the pandemic.
2. All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this agreement shall remain in full effect. This MOU is non-precedent setting. This MOU resolves the negotiable effects of distance learning due to COVID-19. The District and/or Association reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures in the 2020-2021 school year not addressed in this MOU.
3. This Distance Learning MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties. Both parties will meet to determine needs for the hybrid model.
4. This MOU shall replace the MOU signed by the District and RPCEA dated July 23, 2020

FOR THE ASSOCIATION:



Date 08/12/2020

FOR THE DISTRICT:



Date 8/25/2020