

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COACHELLA VALLEY UNIFIED SCHOOL DISTRICT
AND
COACHELLA VALLEY TEACHERS ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND A HYBRID MODEL DURING THE 2020-2021 SCHOOL YEAR.**

March 17, 2021

The Coachella Valley Unified School District ("District") and the Coachella Valley Teachers 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 staff and students may need to self-quarantine, become quarantined, and/or the District may need to close a learning cohort or close school(s) or portions of schools/worksites 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.

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. Classroom cohort sizes supersede class size language in the CBA for in-person learning during the life of this MOU.
- 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, 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" – CDC and FDA approved hand sanitizer.
- 1.07 "Personal Protective Equipment" – this 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 may include face coverings, masks, N95 masks, surgical masks, face shields, neck guards, barriers, gloves, goggles, etc.
- 1.08 "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 except where 6 feet of distance is not possible after a good faith effort has been made, including considering all outdoor and indoor space options and reducing the number of different people with whom a person interacts.

2.0 PERSONAL PROTECTIVE EQUIPMENT ("PPE")

- 2.01 The District shall issue face coverings to all staff and students for every day that they are required to report to school sites. Once issued, it will be the responsibility of the unit members to wash, and maintain their face covering in a serviceable condition to the best of their ability.
- 2.02 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.
- 2.03 Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE.
- 2.04 If the District fails to provide sufficient agreed upon PPE for any day, the in-person classes that are affected by the shortage will be conducted virtually. When Bargaining Unit Members notice PPE supplies are running low, they will notify site administration as soon as possible. Any in-person classes affected by the shortage will resume when sufficient PPE is available.

Face Covering Requirements

- 2.05 Face coverings shall be worn properly at all times by all individuals on a school campus indoors when people are present, or outdoors when physical distancing cannot be maintained. This applies to all staff, all students, all administrators, and any visitors on campus over two years of age. The district will utilize existing procedures and progressive discipline to deal with individual non-compliance as needed.
 - 2.05.1 Face coverings shall not be required for students or staff if there is a medical contraindication verified in writing from a licensed medical professional.
- 2.06 For unit members and students who cannot wear a mask according to section 2.05.1, face shields with a neck drape shall be used.

- 2.07 N95 mask shall be provided to:
- 2.07.1 Unit members caring for individuals who get sick at the worksite with possible symptoms of COVID-19 illness; and
 - 2.07.2 Nurses, other on site health care professionals who are working “in-person” with students, and special education staff who are working “in-person” with students will be provided N-95 masks. Unit members who have personal health concerns may be provided N-95 masks via the reasonable accommodations process.

Hand Washing Requirements

- 2.08 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- 2.09 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.
- 2.10 The District shall comply with the following hand washing requirements:
- 2.10.1 Every room with a sink shall be stocked with soap, and paper towels.
 - 2.10.2 Every classroom without a sink shall be provided hand sanitizer.
 - 2.10.3 Non-classroom workspaces and indoor common spaces shall be provided hand sanitizer.
 - 2.10.4 Hand sanitizer shall be provided at each designated ingress point on a school campus.
 - 2.10.5 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed 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 federal, state, and local public health officers, any in-person learning offered by the District during the pandemic shall be offered consistent with that guidance and all of the provisions below. If the District is unable to maintain all of the provisions in Sections 2.0 and 3.0, whether for a classroom or a school site, then the District may decide to offer an educational program for the affected classroom(s) or school site(s) that will provide for the safety of staff and students.

Adherence to Health Guidelines and Orders

- 3.01 The District will follow public health directives and guidelines and agrees to meet as soon as possible with the Association to negotiate the impact and effects of any revisions or updates to the guidelines.

Physical Distancing

Classroom/Instructional/Academic Learning Spaces and Indoor Common Areas

- 3.02 The District shall ensure minimum physical distancing of six (6) feet between all student workspaces, between all educator and student workspaces, and between all employee workspaces. Exceptions may be made between student chairs only after a good faith effort has been made, but may not be less than four (4) feet.

3.02.1 The District shall calculate the maximum capacity of all workspaces while maintaining physical distance requirements. The capacity for each classroom space shall be posted.

3.02.2 All classrooms shall be measured and desk locations marked in an effort to maintain the physical distancing.

3.03 In situations where the minimum physical distancing requirement is insufficient to provide necessary academic instruction or assessments, consultation with the association, the unit member and the site administrator will occur to determine alternative and effective safety devices that shall be used such as plexiglass barriers and/or face shields. Time spent in proximity of less than six (6) feet between individuals shall be minimized to the extent possible.

3.04 No unit member shall be directed to violate the physical distancing requirement except to prevent imminent bodily or physical harm from occurring.

Lunch

3.05 All students will be provided a grab and go lunch and will not eat lunch in classrooms.

3.06 Education Code 44813 requires a duty-free lunch period of at-least thirty (30) minutes each workday.

3.07 Staff lounge capacity while maintaining physical distancing requirements shall be determined and posted on all entrances to the staff lounge.

One-Way Directions/Movement

3.08 In order to help maintain physical distancing requirements in all common walkways and congregation areas (both outdoor and indoor), the District shall create where practicable unidirectional pathways. These pathways shall be clearly marked to indicate the direction of travel.

School Ingress and Egress Points

3.09 Since students, parents, and staff tend to congregate in large groups at access points before and after school:

3.09.1 School sites shall identify multiple access points to be used for student and parent ingress and egress before and after school.

3.09.2 Where possible, staff, students, and parents will be assigned an ingress and egress point for use when coming to school for in-person learning.

Recess/Student Break Times

3.10 At the elementary level, school site administrators, in consultation with the Association, shall create plans and schedules that provide recess and break times for both students and unit members consistent with the following:

3.10.1 All recess and break times shall be designed to maintain physical distancing requirements and to maintain cohort stability.

3.10.2 All recess and break times shall be designed to minimize the number of different people with whom staff and students interact.

Meetings and Gatherings

- 3.11 Meetings and gatherings shall be conducted in virtual modalities to the best extent possible. The parties agree that virtual meetings will be prioritized while hybrid model protocols apply. In the event an in-person meeting is required, all physical distancing requirements outlined in this MOU shall be followed. In no event will any meeting or gathering exceed the number of individuals allowed by applicable public health directives.
- 3.12 While operating solely in a hybrid model, large in-person gatherings such as Back-To-School Night, Open House, Parent/Teacher Conferences, and in-person Promotion/Graduation meetings or ceremonies shall be conducted virtually for the 2020-2021 school year.

Student Cohorts

Elementary Schools (TK-6)

- 3.13 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.
- 3.14 Student cohort sizes shall not exceed half the class enrollment.
3.14.1. Special Education classrooms shall not exceed a total of 16 people, including both adults and students, and may be exempt from creating split cohorts if physical distancing can be maintained.
- 3.15 Students should remain in their same workspace as much as practicable.
3.15.1 If students need to move to other workspaces in a classroom, the space should be properly cleaned before and after its use.
- 3.16 Each student's school supplies shall be separated and stored in individually labeled storage containers, cubbies, or areas provided by the District.
- 3.17 The District 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.
- 3.18 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 shall use virtual methods of interacting with the student cohort, where possible.

Secondary Schools (Grades 7-12)

- 3.19 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 cohorts.
- 3.20 Student cohort sizes shall not exceed half the class enrollment.
3.20.1 Special Education classrooms shall not exceed a total of 16 people, including both adults and students, and may be exempt from creating split cohorts if physical distancing can be maintained.

- 3.21 Students should remain in their same workspace as much as practicable.
 - 3.21.1 If students need to move to other workspaces in a classroom, the space should be properly cleaned before and after its use.
- 3.22 Each student's belongings shall be separated and stored in individual storage containers, such as backpacks carried between classes by the students.
- 3.23 The District 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.
- 3.24 If students are assigned more than one course per day, the following options exist to maintain cohort stability:
 - 3.24.1 To help facilitate stability, staggered release times may be created. The number of transitions shall be minimized to half the regular number of class periods on a traditional bell schedule.
 - 3.24.1.1 Classroom spaces will be cleaned before and after each rotation of students. The provisions of 3.29 below do not apply here. Students in the class will be given access to cleaning supplies and 5 minutes of class time to accomplish this task. Teachers will have access to disinfecting supplies to use on their own as needed.
- 3.25 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 shall use virtual methods of interacting with the student cohort, where possible.

Other Health and Safety Issues

Daily Cleaning and Disinfecting

- 3.26 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.
- 3.27 Daily cleaning and disinfecting shall be done by trained personnel. Certificated unit members shall not be required to perform daily cleaning and disinfecting that falls outside the scope of the normal duties in their job description.
- 3.28 Upon request of the Association, the District shall provide copies of all Safety Data Sheets ("SDSs") required to be maintained by Cal-OSHA.

Regular Sanitization of Classroom Spaces

- 3.29 Sanitization of classroom spaces shall be completed between cohort rotations. Sanitization shall be done by trained, qualified staff. In the event that harmful chemicals are used, sanitization shall occur with sufficient time for chemical dissipation prior to the space being occupied by staff, students, administrators, or visitors.

Air Ventilation and Filtration

- 3.30 The District shall direct that all HVAC systems operate on the mode which delivers the most fresh air changes per hour.

- 3.30.1 HVAC air filters shall be equipped with MERV 9 or MERV 16 filters and changed at the recommended intervals.

Health Screening, Testing, Notification, and Contact Tracing

- 3.31 Each school site shall have a registered School Nurse assigned on a rotating basis for the safety and health of all students, staff, and visitors to the campus. The School Nurse may:
 - 3.31.1 oversee the health screening, testing, and notification of all individuals on the school campus;
 - 3.31.2 coordinate with the District to interface with the Riverside County Public Health Department;
 - 3.31.3 oversee the care for any individuals who manifest symptoms associated with COVID-19;
 - 3.31.4 oversee the implementation of quarantine protocols; and
 - 3.31.5 coordinate the training of all students, staff, parents, and visitors on effective hygiene practices including but not limited to hand washing, physical distancing, and face covering usage.
- 3.32 Self-screening criteria will be communicated to employees and visitors daily prior to entering school. This will include a temperature check.
 - 3.32.2 All students and staff will be provided with protocols and procedures for operating on campus under distance learning pandemic conditions.
- 3.33 Staff, students or visitors with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be sent home or sent to an isolation room on site pending travel home or to a medical facility.
- 3.34 Upon notification that any staff, student or visitor has been infected with COVID-19, the District shall initiate contact tracing procedures as advised by the Riverside County Public Health Department. The District shall notify the Association President of the worksite(s) where the infected individual was present during the suspected incubation/active infection period.
- 3.35 A surveillance testing program will be implemented that will require all staff to be tested for COVID – 19 and to submit test results to the District at a minimum of every other week according to guidelines established by the Riverside County Public Health Department. In addition to the surveillance testing, all bargaining unit members assigned to work on site shall be provided by the District the opportunity for free COVID-19 testing at no charge once per week. This may be achieved by providing extra self-test kits at the site for bargaining unit member use.

4.0 HYBRID MODEL

Elementary and Secondary School Hybrid Model

- 4.01 The District may adopt a plan that allows for half of the students assigned to a teacher-of-record's class roster to attend in-person learning two days per week as part of a stable cohort Group A and for the other half of the students assigned to the roster to attend in-person learning two other days per week as part of a stable cohort Group B. At the Elementary level these will be stable classroom cohorts, while at the Secondary level these will be stable group cohorts.

- 4.01.1 Group A Cohort shall attend in-person learning on two days per week and distance learning will take place on the remaining days which will include teacher contact. A calendar will be created for weeks that do not have five student days so that half of the week's days will be assigned for Group A to attend in-person learning.
- 4.01.2 Group B Cohort shall attend in-person learning on two opposite days from cohort A of each week and distance learning will take place for the remaining days, which will include teacher contact. A calendar will be created for weeks that do not have five student days so that half of the week's days will be assigned for Group B to attend in-person learning.
- 4.01.3 Special education self-contained classrooms shall not exceed a total of sixteen (16) people, including both adults and students, and may be exempt from creating split cohorts if physical distancing within the classroom can be maintained.
- 4.02 Wednesday of each week will be designated for both Group A and Group B cohorts to receive distance learning. Bargaining unit members may choose to work from home on this day.
- 4.03 All students will receive synchronous or asynchronous instruction and content five days per week either in-person or through distance learning. The lesson design and type of instruction provided shall be at the discretion of the classroom teacher.
 - 4.03.1 All content shall be aligned to grade level standards that is provided at a level of quality equivalent to in-person instruction.
 - 4.03.2. Staff will reinforce pandemic protocols with students.
- 4.04 The District seeks to provide equitable access to education for all students and may make provisions so that all pupils have adequate access to connectivity and technological devices to participate in the educational program and complete assigned work.
- 4.05 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.
- 4.06 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.
 - 4.06.1 When providing either distance or in-person learning, academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet a daily minimum of 240 minutes per grade level (TK-12 including Continuation High School). Daily lesson plans, assessments, and instructional methodologies used shall be at the discretion of the classroom teacher and will meet all grade level state standards.
See attached schedules.
 - 4.06.2 The length of the bargaining unit member workday shall remain as described in the CBA.
- 4.07 Bargaining unit members shall determine the means and methods for providing hybrid learning based on appropriate standards-based instruction, their resources, and their students' abilities to access the curriculum and technology. 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 after the Teacher has exhausted classroom outreach options regarding additional outreach and follow-up.

- 4.08 Bargaining unit members shall have set schedules as attached to this MOU. 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 will provide administration with access to both in-person and virtual instruction and student interactions. Bargaining unit members will provide lesson plans for substitute teachers to use in case of absences and will coordinate with administration for substitutes to have access to students virtually for the provision of instruction.
- 4.09 The District shall provide all bargaining unit members the necessary equipment and supplies in order to provide hybrid learning from their classroom, including but not limited to technology, laptop computers, and any other items normally provided during in-person learning.

Asynchronous Learning Accountability Requirements

- 4.10 The District shall develop a daily participation log for use by each teacher for each pupil for each instructional day for which asynchronous learning is provided. A pupil who does not participate in asynchronous learning when assigned to do so shall be documented as absent by the teacher who will make reasonable attempts to re-engage the student.
- 4.10.1 Evidence of daily student participation in asynchronous learning shall be obtained using:
- 4.10.1.1 evidence of participation in online activities;
 - 4.10.1.2 completion of regular assignments and/or assessments; and
 - 4.10.1.3 contacts between employees of the District and pupils or parents or guardians.
- 4.10.2 The District shall provide Teachers a method for recording weekly engagement for each of their pupils documenting synchronous or asynchronous instruction for each whole or partial day of hybrid learning, verifying daily participation, and tracking assignments.
- 4.10.3 The District shall develop written procedures for tiered reengagement strategies for all pupils who are absent from hybrid learning for more than three school days or 60% of the instructional days in a school week. These procedures shall require Teacher intervention first, followed by school site administrators, and or classified staff to make contact with the pupil's parents or guardians pursuant to the requirements of *Education Code Sections 43504(f)*.
- 4.10.4 Classroom teachers shall regularly communicate with parents and guardians regarding a pupil's academic progress consistent with established practices and procedures for traditional in-person learning.

4.10.5 Bargaining Unit Members may provide minimal technology support for students and families.

5.0 FAILED SUBSTITUTE COVERAGE

Hybrid Model

- 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 any stable student cohorts be combined in order to provide instruction, nor shall a single cohort be divided and separated into other cohort groups.
- 5.03 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.

6.0 DAYS AND HOURS

Hybrid Model Unit Member Daily Start Time

- 6.01 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.
- 6.02 School site protocols will be developed to minimize interaction of bargaining unit members, staff, students, and parents while in the Hybrid Model.

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

- 6.03 Adjunct duties, committee assignments, or extra-duty positions shall be performed in a virtual setting to the best extent possible. In the event such duties, assignments, or positions cannot be reasonably performed in a virtual setting or the District is unable to maintain all of the provisions in Sections 2.0 and 3.0 for any classroom or school site they shall be cancelled for that classroom or school site until the District is able to maintain those provisions.

7.0 LEAVES

Industrial Accident Leave/Workers' Compensation

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

8.0 PAY AND BENEFITS

- 8.01 While working under a Hybrid model, or during a period of total emergency school closure, bargaining unit members shall continue to receive their full compensation and benefits unless modified by the use of any applicable leave options. If extracurricular duties are performed, and approved of by a site administrator, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the CBA.

9.0 DISTANCE LEARNING

The Distance Learning MOU dated August 5, 2020 remains in effect for all bargaining unit members continuing to work in a Distance Learning Model while the District is engaged in a Hybrid Model.

Transfers and Assignments

- 9.01 The following procedures shall apply to the assignment of distance learning remote work:

- 9.01.1 Priority for distance learning remote work assignments shall first be given to those individuals in need of reasonable accommodations as outlined in the interactive accommodations process, and then to those who are requesting the remote work assignment because someone in their household is high risk for infection or illness associated with COVID-19, in order of hire date seniority with the District. Verification of high risk classification from a licensed medical professional must be submitted with all requests.
- 9.01.2 The number of Hybrid classes at a site will be determined by student/parent requests. Hybrid classes will be assigned to teachers not requesting distance learning accommodations. Principals will work with grade level teams/departments to determine who will teach Hybrid assignments by first seeking volunteers from within the grade level/department. If there are no volunteers, the least senior teacher within the grade level/department will be assigned to the Hybrid class.
- 9.01.2.1. In the case that an entire grade level/department is assigned to distance learning remote work per the interactive accommodations process, the least senior bargaining unit member from that grade level/department may be involuntarily transferred.
- 9.01.3 The District may make changes in staff assignments as needed to meet student scheduling needs and to provide adequate staffing for both distance and hybrid learning programs per current collective bargaining agreement Article 9.4.
- 9.01.4 At the conclusion of the 2020-2021 school year, those working in a distance learning/hybrid work assignment, shall return to their previous school site and assignment. When making assignments for the 2021-2022 school year staff will be considered to be at their 2020-2021 site and assignment.

10.0 ELECTIVES/PHYSICAL EDUCATION

- 10.01 Unit members who provide instruction to multiple stable student cohorts in one school day shall be provided N95 masks due to their increased interactions with students.
- 10.02 Assignments that typically have large performance-based classes (band, music, drama, and PE) shall only be assigned 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 an instrument, or close physical contact) shall be prohibited until deemed safe by public health officials without PPE, physical distancing, and cohort sizes. Alternative lessons (such as music theory, music appreciation, string or percussive instruments, physical education with distance requirements, etc.) shall be utilized until classroom activities with increased behavioral risks are deemed safe.

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

- 11.01 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, teachers on special assignment, academic coaches, and nurses) shall maintain all physical distancing, PPE and safety requirements in this MOU.

- 11.02 Staff described in Section 11.01 shall provide their services virtually from their worksite wherever possible.

12.0 COVID-19 EXPOSURE AND COHORT/SCHOOL SITE CLOSURE

- 12.01 Staff, administrators, and students who exhibit symptoms are expected to remain home and shall not be permitted on a District site while exhibiting symptoms.
- 12.02 If a staff member tests positive for COVID-19 and cannot perform the required duties the District or site administrator will endeavor to ensure that students will have a certificated substitute teacher providing distance learning instruction. The bargaining unit member, if medically able to do so, shall provide instruction from home via distance learning.
- 12.03 The District will work with the Riverside County Department of Public Health to ensure that all staff and students being quarantined are given resources on how to properly quarantine and how to access medical professionals if illness manifests itself.
- 12.04 If 25% or more of the total student cohorts at a specific school site or within the District are quarantined at any given time, or if a potential outbreak of COVID-19 is suspected by a federal, state, or local public health officer, the District shall close the entire school site or entire District as necessary. This rule is subject to change based on guidance from county public health officials. Within 48 hours of school and/or District closure, the academic program shall transition to a total distance learning model until such time as it is deemed reasonably safe to return to a hybrid learning model.
- 12.05 All classroom spaces, worksites, rooms, school sites, or other District facilities closed due to exposure shall be thoroughly cleaned and disinfected prior to being re-opened for hybrid learning.
- 12.06 The District shall communicate any and all decisions about closures and re-opening to the Association president, all bargaining unit members at a school site or district wide as appropriate. Such communication shall be by email or by telephone.

13.0 TRAINING

- 13.01 Consistent with federal, state, and local public health office guidelines, all staff shall be trained in the following areas, including but not limited to:
- 13.01.1 Reinforcing the importance of health and safety practices and protocols;
 - 13.01.2 Cleaning and disinfecting protocols, cleaning supplies and equipment;
 - 13.01.3 Physical distancing requirements, personal protective equipment, and stable classroom cohort protocols;
 - 13.01.4 Health screening protocols and procedures;
 - 13.01.5 Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;
 - 13.01.6 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;

13.01.7 Protocols on responding to a student or staff member testing positive for COVID-19; and

13.01.8 any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with.

13.02 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 distance learning or a hybrid model.

14.0 ACCOMMODATION

14.01 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. The District will utilize the interactive process to address accommodation requests from employees due to COVID-19 concerns. This will usually include a verified note from a medical doctor stating the work-related restrictions that the employee has.

14.02 The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

15.0 ACCESS LIMITATIONS AND ASSOCIATION RIGHTS

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

15.02 Representatives from the Association, the California Teachers Association, and the National Education Association, shall be granted access to District worksites. Representatives will follow all site safety protocols.

16.0 GRIEVANCE AND EXPEDITED ARBITRATION

16.01 All provisions of this MOU are subject to the negotiated grievance procedure in the CBA. In exercising this responsibility, the District and the Association may mutually agree to expedite the timelines within the levels of the grievance procedure to the best extent practicable.

17.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

17.01 The District and Association agree to meet and confer monthly during the pandemic to discuss 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.

17.02 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. The District shall provide a copy of the "Learning Continuity and Attendance Plan" to the Association president in draft format at least 24 hours prior to adoption of the plan by the Board of Trustees. This will occur via inclusion in the Board Agenda.

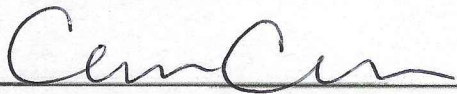
17.03 Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

18.0 DURATION

18.01 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.

18.02 This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties.

FOR THE ASSOCIATION:



March 17, 2021
Date

FOR THE DISTRICT:



March 17, 2021
Date