

**MEMORANDUM OF UNDERSTANDING
BETWEEN
RINCON VALLEY UNION SCHOOL DISTRICT
AND
RINCON VALLEY UNION TEACHER ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE 2021-2022
SCHOOL YEAR**

October 26, 2021
10:00 am

The Rincon Valley Union School (“District”) and the Rincon Valley Union 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 2021-2022 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 school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2021-2022 school year. These decisions will be made in accordance with State and County Public Health Department orders and CDC K-12 guidance.

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.

A. Definitions

1. “Classroom” – is any physical academic, learning, assessment, or instructional space used by students, certificated staff, classified staff, 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. “Close Contact” – For COVID-19, a close contact is defined as any individual who was within 6 feet of an infected person for at least 15 minutes starting from 2 days before illness onset (or, for asymptomatic patients, 2 days prior to positive specimen collection) until the time the patient is isolated.

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” – face coverings or masks as recommended by federal, state, or local public health guidance.

5. “Hand Sanitizer” – this product must contain at least 60% alcohol and must be used in compliance with public health advisories.

6. “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 includes face coverings, masks, N95 masks, face shields, humanity shields, barriers, gloves, and other protective gear.

7. Volunteer - A person who is on campus longer than 15 minutes to volunteer and assist with school related activities and has shown proof of vaccination to the district office.

8. Visitor - A person who comes to campus for no more than 15 minutes.

B. School Closures and Openings

1. The Parties agree that the District shall be in consultation with the State and County Health officials and in compliance with California Department of Public Health and Sonoma County Department of Public Health

2. The Parties understand and agree that the Superintendent or designee will communicate decisions regarding changes to working conditions to RVUTA. The Parties agree to negotiate any effects of decisions related to COVID-19 with RVUTA as soon as practical under the then current circumstances.

C. Health and Safety

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 all of the health and safety provisions below.

1. COVID-19 District Safety and Mitigation Guidance. The Parties agree that this MOU addresses the implementation of the in-person instructional model in accordance with mitigation protocols as required by federal, State and County health officials in order to prevent the spread of illness arising from the coronavirus during the 2021-2022 school year, and/or for the duration of any orders from public agencies with jurisdiction over the District K-12 School Guidance.

- a. RVUSD COVID-19 Testing Plan will include symptomatic, asymptomatic and response testing according to the testing guidelines and considerations provided by the state.
- b. The district will continue to research and develop a proactive surveillance testing program for the RVUSD community
- c. The district will offer Antigen Rapid tests for staff regardless of exposure or vaccination status.
- d. The district will offer Antigen Rapid tests for students who have been exposed to COVID-19. The district will research and develop a plan to address the surveillance testing needs of our school communities.
- e. Unvaccinated staff will need to test weekly for surveillance purposes.
 - i. IF the rapid test comes back positive, the person must quarantine. Employee may return to work upon a negative PCR test or a full quarantine time period has expired.

2. The District shall encourage all students, employees, and visitors to perform a daily self health screening for symptoms associated with COVID-19 infection prior to entering school buildings.

- a. Unvaccinated staff awaiting a non-surveillance covid test result must stay home until they receive a negative result; even if they are asymptomatic.
- b. Vaccinated staff shall follow CDPH guidance for testing, quarantine and isolation guidance.
- c. Staff, administrators, and students who have COVID symptoms are expected to follow CDPH quarantine and isolation guidelines.

3. Face Covering Requirements/PPE. Face coverings are required to be worn properly (covering mouth and nose) at all times by all individuals on a school campus indoors. This applies to all staff, students grades preschool-8, administrators, and any visitors on campus over the age of 2. In the case of individuals refusing to comply with health directives, administration will work with the individual (and parent/guardian, if the individual is a student) to rectify the behavior. If interventions are not followed, and the individual repeatedly refuses to comply with directives, the administration will refuse

access to district facilities to the non-student and if it is a student, the administration shall pursue a resolution to ensure a safe and healthy environment.

The District shall provide PPE to all unit members and students for every day that unit members or students are required to report to school sites.

- a. Additional PPE will be provided to counselors and special education teachers when their duties require them to be in close contact with students and may allow for multiple changes of PPE per day.
- d. Face coverings shall not be required for students or staff if there is a medical or behavioral reason for not wearing a face covering. This should be verified in writing from a medical professional (MD or DO as per CDPH) and documented in the student's IEP or 504. Unit members who work with students who are exempt from the masking requirements according to CDPH regulations shall be given more comprehensive PPE and shall receive multiple sets of PPE per day.
- e. For unit members who cannot wear a mask according to section 2.05.1, face shields or equivalent shall be used. Masks and face shields may not be required for students with a medical apparatus if the mask or face shield prevents or obstructs the use of the apparatus.
- f. If the legally required PPE is not available at the school or if the unit member believes that classroom PPE supplies are running low, the unit member shall notify their site administrator and appropriate PPE shall be provided.
- g. A procedure shall be communicated for requesting specialized or additional PPE based on the specific needs of the unit member, class and/or students.
- h. If there is insufficient PPE available after the District has been notified of the need and is not able to provide then the District shall make immediate accommodations to ensure student and staff safety.

4. Compliance with Safety Orders. The Parties agree that State and County safety orders and guidelines continue to adapt based on the changing conditions of the pandemic. The District will adhere to these guidelines as reflected in State and County public health orders.

- a. The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned following current cleaning practices. High touch surfaces, such as doorknobs, light switches and faucets will be disinfected daily by custodial staff. Such cleaning shall not be required to be performed by bargaining unit members. Classrooms which have a confirmed positive case shall be deep cleaned within 12 hours after notification or prior to the next school day, and a notification will be posted alerting staff that the room has been cleaned. Post COVID cleaning protocols have been defined and are

attached below..

i. Proper and safe ventilation in all classrooms and work areas will be ensured and meet standards for ventilation systems. Fresh outdoor air will be provided through ventilation systems as practical, including opening windows and/or doors where possible and practicable. All operable windows shall be reviewed to ensure functionality. Air filters and filtration systems will be replaced and maintained according to manufacturer recommendations to ensure optimal air quality. Air Purifiers with HEPA filters will be placed in each classroom.

ii. The District shall ensure all HVAC systems operate on the mode which delivers the maximum fresh air changes per hour, including enabling settings that provide constant outside air ventilation.

MERV-13 air filters shall continue to be used and will be maintained / changed at the manufacturer's recommended intervals by District personnel.

Air purifiers will be provided for each classroom. If a classroom does not have operable windows and/or doors then two air purifiers will be installed and maintained.

Teachers shall be trained and allowed access to classroom CO₂ readings generated from the CO₂ monitors currently installed in classrooms.

The district shall develop protocols, and train RVUTA members, for situations where CO₂ readings exceed safe classroom levels.

The district shall provide CO₂ monitors for RVP classrooms that don't have the newly installed thermostats.

ii. Each classroom and office shall be provided with hand sanitizer and masks. Masks will also be available upon entry to the campus.

iii. School sites will be provided with extra cleaning/disinfecting supplies when requested so that unit members may contemporaneously clean their classrooms as desired and needed.

iv. Each school site shall have a supervised location where students can be picked up or released to their parent or guardian to go home. RVUTA members will not be required to supervise the location. Classroom

teachers and other non-nursing unit members shall not administer COVID testing. The District shall follow Sonoma County Public Health Guidelines regarding students' return to in person instruction.

v. Additional PPE shall be provided in the supervised location at the highest safety standard given the potential of exposure. This location shall be separate from the room used for general injury or medication distribution.

vi. Classroom teachers shall establish and maintain a general classroom seating chart, updated regularly for the purposes of contact tracing.

vii. At TK-8 levels, lunch supervisory staff shall be responsible for ensuring social distancing (3 feet) between students or maintaining lunch table seating charts.

ix. The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19. The District shall comply with the following hand washing requirements:

1. Every room with a sink shall be stocked with soap and hand sanitizer and paper towels.
2. Every classroom shall be provided hand sanitizer. Additional bottles of hand sanitizer will be given to each classroom, as necessary.
3. Non-classroom workspaces and common spaces shall be provided hand sanitizer upon request.
4. Sinks for hand washing or portable hand washing stations shall be available near classrooms that do not have sinks.
5. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as practicable, as needed and prior to the beginning of each day that staff or students are on campus.

ix. N95 masks shall be provided to: Unit members caring for individuals who get sick at the worksite with possible symptoms of COVID-19 illness; and Unit members who may request in writing N95 masks due to professional or personal health concerns. Unit members shall not be required to submit a note from a medical professional when making this request.

5. Independent study work for long term students will be completed by the District or the Home Study staff. The District will provide independent study work for classroom teachers for short term independent study occurrences, due to students on quarantine. RVUTA members will not be responsible for printing and distributing materials for all grade levels. RVUTA members will collect/review the completed work. For students who have IEPs, the staff will implement the Student's Emergency Conditions Plan after the 10th day of student quarantine.

6. Visitors. The District shall develop and implement a plan to minimize access to school sites, and limit non-essential visitors, facility use permits, and volunteers. Representatives from the Association, including local Association leaders, the California Teachers Association, and the National Education Association, shall be granted access to District worksites given that they follow PPE requirements and provide advanced notification to the site or district administrator. RVUTA members shall not be required to verify vaccination status.

1. Visitors will continue to be limited on campus.
2. Volunteers must provide proof of vaccination and wear a mask at all times while on campus. Without proof of vaccination, volunteers will not be allowed on campus.
3. Campus Arrival-Students may arrive 15 minutes early unless the child is in childcare.
4. Campus Dismissal- Parents and visitors are allowed on campus, but they should follow local health orders, including masking. Parents coming onto campus for student pick-up could be considered essential, so it is acceptable when done safely. We recommend discouraging socializing before/after pick-up, and when possible, having it done outdoors.

7. Lunch Supervision

The site principal will survey certificated members to determine who is willing to give up their duty free lunch time and instead supervise students for eating and/or recess time in the classroom. These unit members will be compensated \$50 if they are asked to supervise during the eating and playing time, and \$25 if they are asked to only supervise eating or playing time. This would take place on rainy days or poor air quality days where it is determined that students should not play or eat outside. The site principal will provide a short time for the unit members supervising students for both eating and play time to use the restroom or address other personal needs if needed.

D. Human Resources

1. Use of Leaves. The parties agree that Unit members who are unable to meet the expectations included in this MOU regarding the In-Person Instructional Model, service work, and availability during contractual hours shall use any sick leave or personal necessity leave entitlement (including FFCRA emergency paid sick leave and expanded family & medical leave) that they may be eligible for consistent with law and the parties' collective bargaining agreement.

Families First Coronavirus Relief Act (FFCRA expires September 30, 2021- unless otherwise extended) As of September 30, 2021 the district will extend the FFCRA until December 17, 2021 or if the Federal or State Government extend this act beyond December 17th, 2021, the district will abide by the new extension date.

For unit member self-care:

A unit member shall use up to 10 days of available federal paid sick leave under the FFCRA if the member (1) is unable to work due to government issued quarantine or isolation order related to COVID-19, (2) has been advised to self-quarantine by a healthcare provider related to COVID-19 and is unable to work, (3) is experiencing symptoms of COVID-19 and is seeking diagnosis and is unable to work. The District may request verification prior to placing a unit member on paid leave. The District will pay a unit member's full salary regardless of per diem pay limits in the FFCRA.

For unit members to care for others:

A unit member may use up to 10 days of available federal paid sick leave under the FFCRA if the member is unable to work due to the need to care for:

1. a minor child due to a COVID-19 related school closure,
2. a family or household member subject to government issued quarantine or isolation order related to COVID-19,
3. a family or household member who has been advised to self-quarantine by a healthcare provider related to COVID-19, or
4. a family or household member who is experiencing symptoms of COVID-19 and is seeking diagnosis. The District may request verification prior to placing a unit member on paid leave. The District will pay a unit member's full salary regardless of per diem pay limits in the FFCRA.
5. Upon exhaustion of any available COVID related state or federal emergency leave, unit members required to quarantine as the result of a positive COVID-19 test shall be paid without having to utilize contractual or statutory leave time. This applies to fully vaccinated employees and employees with a verified medical exemption for the vaccine.

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

In the event a bargaining unit member is unable to return to in-person instruction because either they or someone in their household is at high risk for illness or infection associated with COVID-19, the bargaining unit member may choose to utilize the Family Medical Leave of Absence as provided for in the CBA.

2. Unpaid Leave of Absence for Unit Members At-Risk of COVID-19 Exposure. In the event a bargaining unit member is unable to return to in-person instruction because either they or someone in their household is at high risk for illness or infection associated with COVID-19, an alternate or remote assignment will be made available to them. Bargaining unit members who request an unpaid leave due to the risk of exposure to COVID-19 will be granted the leave.

3. Positive Test and Tracing. If a District employee, who has worked in-person on a District site tests positive for COVID-19, as certified in writing by a licensed health care provider or by a public health official, and if such diagnosis is shared with the District, the District will notify any District employee who was determined to be in close contact with that person within 24 hours by email. If this occurs during the workday, the principal will be called and will communicate the information to the employee immediately. The District will email all staff and families associated with that campus classroom of a positive case by day's end or before the beginning of the next school day.

4. The District will follow the attached "COVID Decision Chart" to determine the appropriate action for staff and students. The District will follow the guidance from the local County Public Health Department on what actions take place depending on the circumstances. See the attached "Scenario-based COVID-19 Guidance for Schools, Childcare, and Youth Programs."

The parties agree that in response to covid exposures, the District may need to place classroom cohorts into a modified quarantine status.

A. The district will implement a modified quarantine when the district makes the decision or is told by County Public Health this action is necessary.

Typically, but not always, a modified quarantine happens when a student or staff member in the class tests positive for COVID. Students can remain in modified quarantine unless they test positive or begin to develop symptoms. Those students who exhibit symptoms will be sent home. They must provide a negative COVID test or alternative diagnosis as described above to return to the classroom and the modified quarantine. Unvaccinated staff and students are then required to test twice a week during the duration of the modified quarantine. Staff and students may be tested by a medical provider and provide the school and/or district with the test results if not tested by district personnel.

Until one negative test result is produced (the first test typically takes place 72

hours after the first known exposure to the positive case). The modified class will test 2 days a week for the 10 day modified quarantine period.

- a. during the modified quarantine classes will not play at recess during the same time, or if they do play at the same time, they would need to be in a separate location from the rest of the school population.
- b. extra activities such as, but not limited to: music, library, art docent, intervention services, and special education services will not happen.
- c. Typically, after the staff member and students have received their first negative test results they may resume all normal school activities, although they are required to wear masks at all times with the exception of eating.

Should these guidelines change, RVUSD will notify RVUTA within 2 business days prior to implementing new standards. RVUTA reserves the right to negotiate the effects on working conditions these changes may cause

B. All protected teacher time outlined in the current CBA shall remain in effect, and if the district cannot provide planning and preparation time the CBA will be followed:

5. Full Quarantine. Vaccinated, certificated employees shall not be asked to fill other certificated / classified job duties while their class is in full quarantine for the first two days. If the full quarantine exceeds two days the employee may be asked to fulfill other agreed upon duties at their site. If asked to substitute in another classroom on their site, an employee will not be asked to sub for more than half the day. Employees do not need to respond to sub requests in the affirmative.

6. Interactive Process. The Parties agree that if a unit member believes that they are unable to return to full in-person student instruction for the 2021-2022 school year due to any COVID related issue, the unit member should contact the District's Human Resources Department to schedule an interactive process to determine whether they are eligible for reasonable accommodations. Human Resources will schedule this in a timely manner.

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

8. When no reasonable accommodation can be reached, the District shall provide unpaid leave to bargaining unit members.

9. The District shall grant child care related leaves (FMLA, Families First Coronavirus Relief Act, etc.).

10. Meetings (including but not limited to, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff meetings, staff gatherings, parent meetings, and parent-teacher conferences) shall be held virtually when appropriate.

E. General Terms and Meet and Confer

This MOU shall expire in full without precedent on June 30, 2022 unless extended by mutual written agreement of the Parties.

The parties agree to meet and confer monthly to resolve any issues related to interpretation or implementation of this MOU.

1. Consultation Rights and Reserve Right to Further Negotiate.

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

F. Ratification

This MOU must be ratified by the Association and the District in order to take effect.

Rincon Valley Union School District

Rincon Valley Union Teachers Association

Dated: _____

Dated: _____

Attachment links

[Classroom guidance](#)

[COVID GUIDANCE](#)

[COVID Cleaning Protocols](#)