

MEMORANDUM OF UNDERSTANDING BETWEEN THE
RIVERSIDE CITY TEACHERS ASSOCIATION AND
THE RIVERSIDE UNIFIED SCHOOL DISTRICT

Novel Coronavirus (COVID-19) Response March 20, 2020

The Riverside Unified School District ("District") and Riverside City Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") regarding the school closure related to Novel Coronavirus (COVID-19).

The Parties recognize there is a need to close schools ("emergency school closure") and move to an online/distance learning program to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from the Novel Coronavirus (COVID-19) during the 2019-2020 school year.

In response to the changing landscape presented by the Novel Coronavirus (COVID-19) outbreak, California Governor Gavin Newsom, acting on an emergency basis pursuant to Government Code 8567 and 8571, issued another Executive Order, N-26-20 ("Order") late Friday, March 13, 2020, addressing impacts of school closures. The District and the RCTA recognize that schools are critical to daily life and that collaboration between local public health and education officials is the best means of determining and balancing competing concerns surrounding school closure decisions.

The District and RCTA agree as follows:

Compensation and Benefits

1. Certificated bargaining unit members will not suffer a loss of pay or benefits relative to their regular schedules for the period of school closure or curtailment. In addition, Certificated bargaining unit members receiving approved Stipends and Extended Day shall not suffer a loss of pay of these items during the period of closure.
2. Middle school extended learning programs (also referred to as Middle School 7th period) will be suspended during Distance Learning and therefore pay for this will be suspended as well.

Evaluations

1. Current collectively bargained timelines for staff evaluations and related components shall be suspended for the remainder of the 2019-2020 school year. Evaluation cycles will resume for the 2020-2021 year with those on that year's rotation.



Instruction/Distance Learning

The District and RCTA recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its certificated staff.

District and State assessments scheduled for after March 13, 2020 have been suspended.

Defining "*Distance Learning*" - In light of the fact that the District has called for school closures, RCTA members are certain to be impacted in their professional and personal lives. In an effort to alleviate those impacts, the District in collaboration with RCTA agrees to make provisions for certificated staff to enable students to engage in a unique education delivery model (Distance Learning) that will provide teachers an alternative method of delivering instruction that **does not require unit members to physically report to work** and ensure that students are able to continue learning with minimal interruption.

1. Bargaining unit members ("staff") will receive time to prepare lessons and resources in order to align with the following schedule as defined in **Exhibit 1**.
2. Any resources or lessons provided by RUSD content specialists should be considered the baseline. Teachers can customize the content to meet the needs of the students in their class(es).
3. Staff may collaborate as necessary and appropriate while they are engaged in Distance Learning. It is expected that collaboration meetings will be conducted in a manner that adheres to the Center for Disease Control, Riverside County Public Health and state guidelines. Recognizing this unique situation, time and manner of collaboration will not be determined by District or site administration.
4. While staff may not have a set daily schedule in light of the challenges presented during this pandemic related to things impacting them personally (i.e. childcare), staff will be expected to consistently provide instruction, resources and support to students through Distance Learning as detailed in Exhibit 1
 - The following are maximum time limits students should be expected to engage with the online distance learning lessons each week.
 - a. Elementary no more than 10 hours a week
 - b. Secondary no more than 12 hours a week
5. No later than Monday morning of each week during the closure, staff will post a schedule informing parents and students of their availability to provide support and clarification via email and/or other virtual platforms. Staff understands the importance of staying informed during this time and will provide their site administration with a schedule that includes their availability for participation in school related communication and virtual meetings with the understanding that if they are not available during the scheduled staff meetings, they are still responsible for watching the recorded version. Along with, staff will



respond to the administration 's attempts to connect with them (staff) and will respond to questions (from administration) within a 24 hour time period.

6. Employees should check their RUSD email for updates throughout their workday.
7. Distance Learning activities provided to students will include enrichment, engagement and review through Google Classroom and or Odysseyware. Students will be held "harmless", and will not receive a lesser grade than their current grade as a result of engaging in Distance Learning during this unprecedented time. This aligns with the State Superintendent of Public Instructions' recent statements that assessments should not be used during this time as a summative measure, but rather as a formative measure to gauge instruction and where students need support. Students will, however, be able to earn a higher grade as a result of engaging in Distance Learning, and if appropriate, may be assigned Odysseyware as an option for credit recovery.
8. School Psychologists may provide appointments for students for social emotional and/or behavioral needs as deemed necessary by the psychologists. As well as communicate with families to provide support. Any appointments scheduled can be conducted virtually or by district provided equipment.
9. Counselors will continue to address the three domains Academic, Career, Social/Emotional development. Counselors may provide virtual appointments to students for academic counseling, monitoring, and guidance from any one of the domains. These appointments or conversations may be conducted via email or when appropriate via tools such as Google Hangout and/or other virtual tools. As defined in **Exhibit 1**.
10. Speech and Language Pathologist may provide individual and/or group virtual lessons via tools such as Google Hangout. These appointments or conversations may be conducted via email or when appropriate via tools such as Google Hangout and/or other virtual tools.
11. The parties agree to meet at the request of either party to address implementing guidance from the California Department of Education and or the Federal Department of Education in order to provide equitable and appropriate education for our students with special needs. Special education teachers will work collaboratively with core content teachers via a virtual platform to accommodate and/or adapt lessons to meet the needs of students' IEP in a digital learning environment, and ensure that lessons are activities appropriate as documented in the student's IEP. Individual accommodations will be provided.
 - i. Special Education teachers of students with moderate to severe disabilities will provide continuity of learning through a variety of distance learning resources as appropriate so that Special Education students have access to the same learning opportunities as other students.
 - ii. Related Service Providers (Adapted PE, etc.), will prepare distance learning activities that can be completed at home as appropriate.



12. Digital options to meet and collaborate on a student's Individualized Education Program (IEP) could be triggered and implemented during the closure due to Novel Coronavirus (COVID-19).

Leaves

1. Any Certificated bargaining unit member on an approved leave of absence, prior to and continuing through, the closure period shall not be amended, but rather will continue as originally approved.

2. The District shall honor the *Temporary Sick Leave Policy in Response to the Coronavirus (COVID-19)* attached hereto, and incorporated herein by this reference, as **Exhibit 2**.

3. In compliance with Governor Newsom's March 13, 2020 Executive Order, those certificated bargaining unit members, at higher risk of serious illness from Coronavirus or who are over the age of 65 or immunocompromised through acute or chronic illness should isolate during the school closure period. However, they will still be able to provide all distance learning.

Miscellaneous/Other Provisions

1. The District shall notify RCTA, as soon as practical, and in compliance with applicable law, should it learn of a confirmed, or likely, COVID-19 infection of District employees or students.

2. Association bargaining unit members shall inform the District when they have been exposed to an individual who has tested positive for COVID-19 and shall follow the CDC guidelines to self-quarantine and to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing.

3. The District shall provide up to date, and thorough communication, to all certificated bargaining unit members during the period of school closure. Such forms of communication shall include, but not be limited to, the following: District webpage, auto-dialers, telephone calls, emails, etc.

4. The District shall submit a "J-13A waiver material decrease request", and/or any other waiver for which the District may be eligible, to the California Department of Education ("CDE") in order to mitigate the loss of ADA funding. In the event the State of California deems alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiations on the impacts.



5. Upon the State/County/District/ determining schools are safe to open, the District shall provide 24 hour notice to all unit members to prepare for the return to the classroom with students.

All components of the current Collective Bargaining Agreement between RCTA and Riverside Unified School District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.

This MOU resolves the negotiable effects of school closures due to the Novel Coronavirus (COVID-19). The District and/or Association reserve the right to negotiate any additional impacts and/or additional school closures in the 2019-20 school year.

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


This MOU shall expire on June 30, 2020 or when both parties agree the health concerns created by the coronavirus (COVID-19) pandemic have passed.

FOR THE DISTRICT



Kyle Ybarra
Assistant Superintendent, Personnel
District

FOR THE RCTA



David Watring
President, RCTA Riverside Unified School

Exhibit 1

RUSD Distance Learning Plan Proposal

March 20, 2020

Overview

In an effort to support all students with continuous learning, RUSD is providing distance learning to maintain skills and enrich learning while maintaining flexibility. Distance learning will be provided by teachers through an online platform (Google Classroom and/or Odysseyware) .

Timeline

Week	Actions/Items
3/23 - 3/27	Spring Break, Odysseyware Course Config/Content Creation for Google Classroom <ul style="list-style-type: none">Approximately 200 teachers, not to exceed 20 hours each
3/30 - 4/3	PD for Teachers and Site Admin (Asynchronous modules and office hours)
4/6 - 4/10	Teacher Course Prep and Device distribution
4/13 - 4/17	Begin Distance Learning (MS/HS submit Q3 grade 4/17, open window on 4/15)
4/20 - 4/24	Distance Learning Instruction
4/27 - 5/1	Distance Learning Instruction

5/4 - 5/8	Distance Learning Instruction
5/11 - 5/15	Distance Learning Instruction
5/18 - 5/22	End coursework on 5/22
5/26 - 5/27	Summit Final Grades (ES/MS/HS window opens on 5/22 and finalized by 5/27)

Grading and Assessment

- Final end of year grades will be based on Q3/T2 grades. Work completed during school closure via distance learning can only be used to improve upon that grade. Final grades cannot drop lower than the Q3/T2 grade.
- Following CDE guidelines, work will be formatively-focused on student learning and not "a grade." Students who need to improve their grades will have those opportunities via distance learning assignments. Students will not be retained due to school closure.
- District and State assessments have been suspended for the remainder of the 2019-20 school year.

Device pick up and delivery

- Communication will go out to families evening of 3/20/2020
- Families can request a device and indicate Internet need via an online form or call in phone message between 3/20 - 3/24 Device delivery times are estimated
- Based on demand, devices will be gathered and prepared for distribution week of 3/30/2020
- Devices will be available for pick up (location TBD) starting 4/6/2020



Teacher Guidelines & Expectations

- The objective of the RUSD Distance Learning Plan is for teachers to focus on essential learning of their grade level/subject area. For each distance learning lesson, whether it is a lesson reviewing, enriching, or when appropriate, introducing new content, teachers should have a learning goal and may choose to post an essential question (EQ) for the week.
- Teachers should work a professional work day with flexible hours, not to exceed 8 hours per day.
- Distance Learning Time Limits: The following are maximum time limits students should be expected to engage with the online distance learning lessons each week - Elementary: No more than 10 hours per week; Secondary: no more than 2 hours per content area per week, for a total of 12 hours per week. Additional opportunities for advancement are encouraged to be provided, but should not be expected to be completed by students.
- All teachers will be expected to engage with the professional learning modules created to support working in a distance learning environment.
- Teachers and other certificated staff will be expected to engage in asynchronous virtual staff meetings, department meetings, and collaboration meetings during distance learning. Flexibility should be provided to teachers to engage. Not to exceed CBA staff meeting language.
- During distance learning there shall be no summative assessments. Teachers should focus more on formative assessment or common formative assessments created in collaboration with their grade level or subject colleagues.
- Any resources or lessons provided by RUSD content specialists should be considered the baseline. Teachers can customize the content to meet the needs of the students in their class(es).
- Any content teachers make/create/push-out must be asynchronous. That is, it has to be available for students to access at different times or on different days.
- Office Hours: All teachers must hold asynchronous "office hours" each week at regular times and post those times for their students. Additionally, teachers may wish to provide their students a forum or "parking lot" to post questions or requests for help outside of the posted office hours. In this case, teachers could post answers to the questions on their schedule, allowing students to move on in their learning.
- Recording live lessons: Anything done "live" should be recorded and shared with all students in the class, so that students and families can go back and review the lesson at a later time.
- Teachers may not create lessons that require students/families to purchase extra supplies or materials.

Non-classroom certificated staff

- Counselors: Check in with students, transcript analysis, scheduling, master schedule clean up, letters of recommendation, college application questions, social and emotional resources, communicate with teachers.
- Intervention Teachers and Impact Subs (elementary): Create differentiated supports for students
- Teachers on Assignment (including Expanded Learning): Work with administration to determine work based on specialty area.
- Elementary Music Teachers: Facilitate google classrooms for each level taught.
- Resource specialists: Facilitate google classrooms, provide supports for general education classrooms, assessments and IEPs

Site Administration

- Site administrators will be expected to actively support their teachers during schools closures and distance learning.
- Office Hours: All administrators must hold asynchronous "office hours" each week at regular times and post those times for their teachers. Additionally, administrators may wish to provide their teachers a forum or "parking lot" to post questions or requests for help outside of the posted office hours. In this case, administrators could post answers to the questions or provide feedback on needed resources on their schedule, allowing teachers to continue with teaching in the distance learning format.
- Site administrators will be expected to engage with the professional learning modules created to support working in a distance learning environment.

- Site administrators will be expected to actively monitor teachers' virtual classrooms, providing feedback on content and encouraging teachers during distance learning. Site administration will be expected to arrange for asynchronous virtual staff meetings and support teachers in arranging asynchronous virtual department meetings and collaboration meetings during distance learning. Flexibility should be provided to teachers to engage.



Exhibit 2

Temporary Sick Leave Policy in Response to the Coronavirus (COVID-19)

Following the activation of the District's COVID-19 response plan the following policy will be in effect until modified or rescinded.

Employees will not be required to provide a physician's certification of illness, except as required below. This policy is temporary and non-precedent setting. The District will announce when this policy has been formally rescinded. Frequently asked questions related to this policy will be published as necessary.

Employee is ill or voluntarily self-quarantined: An employee that opts to not report to work scheduled time provided to the site administrator, parents, and students at their own discretion due to potential COVID-19 illness or exposure, shall be required to use their paid time off benefits (sick, personnel business, personnel necessity, vacation, etc.) consistent with their bargaining unit agreement.

Employee is absent to care for a sick family member or for childcare: Employees absent from work to care for an immediate family member or for childcare reasons shall follow existing leave and/or time off policies and shall be required to use their paid time off benefits (sick, personnel business personal necessity, vacation, etc.) consistent with their associations' bargaining unit agreement. To the extent operationally feasible, the Manager, Supervisor or Administrator may authorize the employee to temporarily adjust their work schedule to accommodate the employee's need. It is recommended that the Manager, Supervisor or Administrator consult with Personnel to ensure that the employee's schedule conforms to legal standards. Employee's unable to work their regular scheduled number of hours must use their leave time consistent with their associations' bargaining unit agreement.

If the District Closes Down to students only: Employees will report as scheduled. If employees are sick or choose to stay home due to personal illness or concerns about the Coronavirus (COVID-19), they shall follow existing leave and/or time off policies and shall be required to use their paid time off benefits (sick, personnel business personnel necessity, vacation, etc.) consistent with their associations' bargaining unit agreement.

If the District Closes Down completely: Employees that are not able to work due to District closing down will be compensated as normal and will not be required to use any type of leave. There could be classifications that have to work remotely.

Investigation of Sick Leave: The District continues to reserve the right to make any investigation of a reported illness it deems necessary, even to the requiring of a doctor's note. This includes, but is not limited to, misuse of this policy or fraudulent reporting. All determinations of sick leave shall be made by following direct consultation with the Director of Certificated Personnel, Director of Classified Personnel, or their designee.

