

**MEMORANDUM OF UNDERSTANDING**  
*Between*  
**APPLE VALLEY UNIFIED SCHOOL DISTRICT**  
*And the*  
**APPLE VALLEY UNIFIED TEACHERS ASSOCIATION**  
**10/8/2020**

**Reopening Schools During the COVID-19 Pandemic**

Because the safety of students, certificated employees, and educators is our paramount concern, the following issues should be considered in all return to school bargaining.

The District shall adhere to all provisions of Article 14 (Safety) of the collective bargaining agreement.

The District shall adhere to all provisions of the Families First Coronavirus Response Act (Employee Paid Leave Requirements).

**IN-PERSON LEARNING**

**Adherence to Health Guidelines**

Apple Valley Unified School District (“AVUSD”) shall adhere to the current COVID guidelines issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the San Bernardino County Department of Public Health. The parties recognize that issues, known and unknown, related to this pandemic may continue to change and require modification to the health and safety guidelines. The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines at either party’s request. AVUSD shall put out a survey to all bargaining members and all items requested in this MOU under the **Personal Protective Equipment (PPE) or Essential Protective Gear (EPG)** must be received/and/or ordered prior to the first student day of in person learning.

**Physical Distancing**

**I. Classroom space**

*A. AVUSD shall maximize space between seating and desks. Distance teacher and other staff desks at least six feet away from student desks. Consider ways to establish separation of students through other means if practicable, such as, six feet between desks, where practicable, partitions between desks, markings on classroom floors to promote distancing or arranging desks in a way that minimizes face-to-face contact.*

**1. Student lunch**

*a) If AVUSD requires students to stay in class for lunch, AVUSD shall ensure that every certificated member receives their 30-minute duty-free lunch. The duty-free lunch may occur at a time other than the assigned student lunch time.*

## **2. Multiple and assigned entry points**

- a) *If AVUSD requires a certificated unit member to monitor ingress and egress locations, he/she shall be compensated at his/her hourly rate of pay for time worked beyond the duty day.*

## **3. In-person certificated employees meetings**

- a) *AVUSD shall not require in-person certificated employees meetings or professional development if AVUSD cannot ensure a minimum of six (6) feet of physical distance between all employees for the duration of the meeting and for entering/leaving the meeting.*

## **Personal Protective Equipment (PPE) or Essential Protective Gear (EPG)**

### **I. Masks, Face Shields and Drapes**

- A. *AVUSD shall provide and require the use of facial coverings (“masks”) in accordance with federal, state, and local guidelines currently in effect. Individuals who cannot wear a mask because of a documented health issue shall be required to work with the AVUSD Risk Management department to determine options available based on the current Adherence to Health Guidelines section of this MOU.*

### **II. Plexiglass/Trifold/Guided Reading Carrels**

- A. *AVUSD shall survey and provide bargaining unit members with portable plexiglass shields or carrel that the member can place in front of their instructional area upon request. In the event that there are supply issues, AVUSD will work with the bargaining unit members to provide short term alternative solutions.*
- B. *AVUSD will survey and provide bargaining unit members with trifold carrels upon request. In the event that there are supply issues, AVUSD will work with the bargaining unit members to provide short term alternative solutions.*
- C. *AVUSD shall survey and provide bargaining unit members with guided reading carrels upon request. In the event that there are supply issues, AVUSD will work with the bargaining unit members to provide short term alternative solutions.*

### **III. Classroom Ventilation**

*AVUSD and AVUTA recognize the necessity of having adequate and appropriate ventilation in our indoor workspaces, including classrooms and offices. AVUSD shall make a good faith effort to provide supplemental systems to increase air circulation and purification. AVUSD shall consider providing portable and/or whole system air cleaners, upgrading the building’s air filters to the highest efficiency possible, and making other modifications to increase the quantity of outside air and ventilation in classrooms, offices, and other spaces (California Department of Public Health Cal OSHA) As of 10/08/2020, AVUSD has begun the procurement process for these items.*

## **Hand sanitizer/soap**

- I.** *AVUSD shall comply with the following hand washing logistical requirements:*
  - A.** *every classroom shall be provided hand sanitizer; b) non-classroom workspaces shall be provided hand sanitizer; c) hand sanitizer or, when practicable, portable hand washing stations shall be provided at each campus/property student/visitor ingress and egress point; d) all hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.*

## **Other Health and Safety Issues**

### **I. Daily cleaning and disinfecting**

- A.** *AVUSD shall ensure that all utilized classrooms, restrooms, and workspaces are cleaned, sanitized, 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.*

### **II. Health screening, testing, notification, and contact tracing**

- A.** *AVUSD shall ensure systems are in place for all students, employees, and visitors to monitor symptoms daily prior to entering school, AVUTA and AVUSD agree that a wellness check should occur, which may include, but not limited too, daily touchless temperature checks administered by teachers and/or other staff members. Visitors with any symptom consistent with COVID-19 shall be denied entry. Certificated employees and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 should be sent home or sent to an isolation room on-site pending travel home.*
- B.** *Upon notification that an employee or student has been infected with COVID-19, AVUSD shall initiate contact tracing in conjunction with local health department officials. All persons who may have come in close contact, as defined by CDC, with the infected individual shall be notified. AVUSD shall notify the Association of the campus/property where the infected individual was present during the suspected incubation/active infection period.*
- C.** *Upon notification, a certificated unit member has been exposed to COVID-19 in the performance of their duties; the unit member is entitled to receive a COVID-19 test from their healthcare provider, or other agency, during their duty day without an impact to their accumulated leave time.*
- D.** *All bargaining unit members under quarantine, due to exposure at work, may work from home if possible, with no loss of compensation or benefits.*

- E. If contact tracing determines that a member becomes ill due to covid 19 infection while performing their contracted duties, the following will be used:*
- 1. Family First Coronavirus Response Act shall be applied where applicable.*
  - 2. Any sick leave used will be replenished according to SB1159.*
  - 3. Bargaining Unit member will utilize Workers' Compensation according to SB1159*

### **III. Handwashing**

- A. All AVUSD students, employees, and visitors shall be encouraged to wash their hands or use hand sanitizer upon entering AVUSD sites, and every time a classroom is entered.*

### **IV. Child Supervision**

- A. AVUSD will provide to Bargaining Unit members working on site, child supervision for all school-age children. AVUSD will endeavor to keep the Bargaining Unit families on the same A/B scheduled group. Bargaining unit members' children will be supervised by district personnel and provided a place to participate in distance learning on their non-classroom days at either their home school or their bargaining unit member's assigned school.*

### **V. At-risk members**

- A. If a certificated unit member provides documentation of an underlying CDC-defined COVID-19 increased risk of severe illness or resides with someone with documentation of an increased risk of severe illness he/she shall not be required to provide in-person instruction. AVUSD shall endeavor to provide alternate work or distance learning assignments without loss of compensation or benefits.*

### **VI. Accommodation Issues**

- A. In the event, a certificated unit member is unable to return to in-person instruction because either they or someone in their household is at an increased risk of severe illness for COVID-19, and an alternative or remote assignment is unavailable to them, appropriate leave options available to the unit member will be discussed and liberally applied.*

## **Scheduling**

### **I. Assignment to a distance learning position**

AVUSD agrees to prioritize the assignments of positions by first assigning the in-person position to the current teacher of record to the majority of students assigned to the class. Every effort will be made to keep a teacher working at their assigned site and assigned grade level. Any teacher that is unable to teach their class in-person shall be required to provide the workplace restrictions documentation required by their primary healthcare provider to the AVUSD Risk Management office to begin the Interactive Process. In addition, employees that would otherwise qualify for Family and Medical Leave Act (FMLA) for the exclusive reason of caring for an immediate family member (spouse, parent, son or daughter) due to a serious health condition, should contact payroll &

benefits at (760) 247-8001 ext 20129 to obtain the appropriate forms for documentation to be completed by the healthcare provider for the qualifying family member. Should the Interactive Process or the aforementioned FMLA qualifying reason, determine the employee is unable to work in an in-person setting but is able to perform the duties of a Remote Learning assignment, the employee will be assigned to an available position in the following order:

1. A remote learning position on their current site in their current grade level for the 2020/2021 school year
2. A remote learning position on their current site in another grade level for the 2020/2021 school year
3. A remote learning vacant position at another site within AVUSD
4. If none of these options are available, the accommodated employee has the right to switch with the least senior, non-accommodated, employee holding a remote learning position. The non-accommodated employee must be less senior than the accommodated employee.

The employee must hold the appropriate credential to be considered for any of these assignments. If an employee refuses an assignment, If no such position is available, or the need for the position no longer exists, the employee shall use appropriate applicable leave time.

**FMLA Definition: Immediate Family Members** Employees can take FMLA leave due to a serious health condition of the following immediate family members: • Spouse • Parent • Son or Daughter  
**Spouse Spouse:** means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. Spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States, if the marriage could have been entered into in at least one state.

**Parent:** Parent means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include “parents-in-law.”

**Son or daughter:** Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or who is 18 years of age or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence. The onset of a disability may occur at any age for purposes of the definition of an adult “son or daughter” under the FMLA.

The district shall endeavor to limit involuntary transfers. At the conclusion of the COVID emergency, the 2020/2021 school year, or when schools are fully reopened, all teachers transferred as a result of this agreement, shall be restored to their previous school site at the beginning of the next semester/trimester/school year; whichever comes first.

1. For the bargaining unit member who was involuntarily transferred, the first right of refusal may be applied if there is a vacancy and mutual agreement of the site administrator.

## **DISTANCE LEARNING**

*In preparation for the 2020-21 school year, the parties recognize the need to address AVUSD's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations of public health officials to prevent illness and further spread the virus. The parties recognize that schools are critical to daily life and that collaboration between local public health, education officials, and educators is the best means to determine and balance competing concerns surrounding school reopening decisions. In accordance with current guidance from the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and California Department of Public Health ("CDPH"), the parties recognize and agree that reopening under a distance learning approach is necessary at this time or until further notice.*

### **I. Preparation for Distance Learning**

*A. The first week of the work year August 3-7, 2020, will be scheduled to increase the opportunities for planning, training, and preparation of distance learning during the normal duty day while simultaneously eliminating the need to modify the calendar in order to ensure the 180 student day requirement.*

### **B. Pay/Benefits**

*1. While working under the current distance learning model, certificated bargaining unit members shall continue to receive their full compensation and benefits. If extracurricular duties are performed with the written consent and/or direction of the site principal or supervising administrator, certificated unit members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement.*

### **C. Working Remotely**

- 1. Certificated unit members may choose, or be required, to work from their home in compliance with the attached AVUSD Distance Learning Interaction Guidelines. Certificated unit members may also report to AVUSD in person while working under the current distance learning model.*
- 2. Should a certificated unit member's home infrastructure not support the remote learning technological needs and/or there exists reasonable concern related to the unit member's job performance, and prior interventions have not successfully rectified the job performance concerns, AVUSD agrees to consult with AVUTA while maintaining AVUSD's right to require the certificated unit member to work from their assigned classroom on district property.*
- 3. Should a need arise for a bargaining unit member to report to their site, the member shall be provided as much notice as possible but no less than one working day. Should this create a hardship for the unit member, AVUSD will work with AVUTA to resolve the hardship.*

#### **D. Access to Worksite**

- 1. Under the current distance learning model, certificated bargaining unit members may access and work from their classroom/office worksite during regular school hours as they deem necessary. In the event a bargaining unit member reports to a district worksite, he/she shall be responsible for following state, county, and local public health recommendations. Except when working independently in their classroom/office, while on district premises, certificated bargaining unit members shall maintain six feet physical distance between themselves and other individuals and be required to wear a face mask. Certificated bargaining unit members who cannot wear a mask because of a documented health issue shall be required to work with the AVUSD Risk Management department to determine options available based on the current Adherence to Health Guidelines section of this MOU.*

#### **E. Bargaining Unit Member Expectations**

- 1. Certificated bargaining unit members shall determine the means and method for—providing distance learning based on district guidelines, appropriate standards-based instruction, their resources, and their students’ ability to access the curriculum. Under the current distance learning model, bargaining unit members shall be responsible for planning appropriate standards-based instruction, ensuring supplemental materials comply with district guidelines, 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 for additional outreach and follow up.*
- 2. SB 98 requires evidence of daily student participation in distance learning. This requirement shall be fulfilled using the following:*
  - a) Evidence of participation in online activities;*
  - b) Completion of regular assignments and/or assessments;*
  - c) Contacts between employees of the District and pupils or parents or guardians; and*
  - d) Evidence provided by related service provider communication logs.*
  - e) AVUSD shall provide a template for the Weekly Engagement Record. Unit members shall complete and submit this record weekly.*

### **HYBRID LEARNING**

#### **I. Classroom Preparation and Teacher Planning**

- A. Bargaining unit members returning to their worksite for in-person instruction will have five (5) minimum days for classroom preparation and teacher planning no less than one (1) week prior to their return date.*

## **II. Alternate days scheduling/ Hybrid Learning**

- A.** *To utilize a blended learning model, half of a class would come to school at a time. Likely group A on a Monday/Tuesday and group B on a Thursday/Friday.*

  - 1. *On Monday/Tuesday/Thursday/Friday, Unit Members shall provide a live check-in with students who did not attend in person that day.*
  
- B.** *Each Wednesday, Bargaining Unit Members shall have a synchronous check-in with their students for a minimum of 30 minutes. Teachers may choose to extend the 30 minutes if deemed necessary in order to meet the instructional minutes required by SB98. The remainder of the day shall be reserved for teacher preparation and planning.*

  - 1. *Administrative meetings and professional development shall not extend beyond 90 minutes.*
  - 2. *Bargaining Unit Members may have the option to work from home or school on Wednesdays with the understanding that active engagement is required during said staff meetings/PD.*
  
- C.** *The district will ensure that coverage is provided for necessary bathroom/personal breaks throughout the day.*

## **III. Parent Teacher Conferences**

- A.** *Parent teacher conferences will be placed on a temporary hold until the end of the second trimester.*
- B.** *When such conferences do reconvene, the option for a remote/in person (if permitted by CDPH guidelines) conferences will be at the discretion of the teacher.*

## **Workload**

- I.** *AVUSD shall make every effort to avoid increases to unit member workload.*
  
- II.** *AVUTA and AVUSD shall begin gathering stakeholder input to develop a Grades 7-12 Return to In-Person Instruction Plan. Upon completing the plan, the parties agree to negotiate the effects of implementing the Grades 7-12 Return to In-Person Instruction Plan.*
  
- III.** *AVUTA and AVUSD shall begin gathering stakeholder input to develop a Return to the Full In-Person Instruction Plan. Upon completing the plan, the parties agree to negotiate the effects of implementing the Return to Full In-Person Instruction Plan.*



