

MEMORANDUM OF UNDERSTANDING
Between
APPLE VALLEY UNIFIED SCHOOL DISTRICT
And the
APPLE VALLEY UNIFIED TEACHERS ASSOCIATION
July 24, 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 the request of either party.

Physical Distancing

- **Classroom space**
 - *AVUSD shall ensure minimum physical distancing of six (6) feet between student workspaces, between educator and student workspaces, and between employee workspaces.*
- **Student lunch**
 - *If AVUSD requires students to stay in class for lunch, then AVUSD shall ensure that every certificated member receives their 30 minute duty-free lunch.*

- **Multiple and assigned entry points**
 - *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.*
- **In-person certificated employees meetings**
 - *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)

- **Masks, Face Shields and Drapes**
 - *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.*
- **Hand sanitizer/soap**
 - *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

- **Daily cleaning and disinfecting**
 - *AVUSD shall ensure that all classrooms, restrooms, 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.*

- **Health screening, testing, notification, and contact tracing**
 - *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 to, 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. This section will be reopened for negotiations upon transition to a hybrid learning model.*
 - *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.*
 - *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.*
- **Handwashing**
 - *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.*
- **At risk members**
 - *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.*

- **Accommodation Issues**

- *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

- **Assignment to a distance learning position**

- In light of the fact that AVUSD recognizes the need for continued social distancing while providing time to formulate a plan to implement appropriate safety precautions, AVUTA members are certain to be impacted in their professional and personal lives. In an effort to alleviate those impacts, AVUSD and AVUTA agree to make provisions for certificated staff to enable students to engage in a unique education delivery model (online/ remote/distance learning) that will provide teachers and alternative method of delivering education that does not require unit member to physically report to work and ensure students are able to continue learning.

- *The following procedures shall apply to the assignment of remote work:*

(a) AVUSD shall post and notify all bargaining unit members of remote assignment vacancies via district email to all bargaining unit members. Vacancies shall also be posted on AVUSD website. The vacancy shall contain the title and brief description of the position, the credential requirements for the position, and a closing date which is at least [14] calendar days following the posting date. The unit member's request for a remote assignment must be submitted via email. The request may include the reasons for the bargaining unit member's request, including that they are seeking the remote assignment because either they or someone in their household is at an increased risk of severe illness for COVID-19. Such information shall not be utilized or perceived by AVUSD as a request for a reasonable accommodation.

(b) Priority for remote assignments shall be given to those individuals who are requesting the remote assignment because either they or someone in their household is an increased risk of severe illness for COVID-19, in order of seniority.

(c) If after giving priority of assignment to these individuals, there is additional remote work available, the remaining assignments shall be filled in order of seniority.

(d) In the event a 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 a remote assignment is unavailable to them, appropriate leave options available to the unit member will be discussed and liberally applied.

(e) Should a unit member experience a change in their health that puts them into a high risk category for severe illness due to COVID-19 and they hold an in-person position, they are entitled to the Distance Learning position held by the least senior employee, not within a high risk category, with a like credential.

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.

- **Preparation for Distance Learning**

- *The first week of the work year August 3-7, 2020, will be scheduled as 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.*

- **Pay/Benefits**

- *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.*

- **Working Remotely**

- *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.*

- *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.*
- *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.*
- **Access to Worksite**
 - *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 distancing 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.*
- **Bargaining Unit Member Expectations**
 - *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.*

- *SB 98 requires evidence of daily student participation in distance learning. This requirement shall be fulfilled using the following:*
 - *Evidence of participation in online activities;*
 - *Completion of regular assignments and/or assessments;*
 - *Contacts between employees of the District and pupils or parents or guardians; and*
 - *Evidence provided by related service provider communication logs.*
- *AVUSD shall provide a template for the Weekly Engagement Record. Unit members shall complete and submit this record weekly.*

HYBRID LEARNING

- **Alternate days scheduling/ Hybrid Learning**
 - *AVUSD shall make every effort to avoid increases to unit member workload. AVUTA and AVUSD shall begin the process of gathering stakeholder input to develop a Hybrid Learning plan. Upon completion of the plan, the parties agree to negotiate the effects of the implementation of the Hybrid Learning Plan.*


SCHOOL RE-CLOSURES

AVUSD shall immediately notify the Association when an outbreak occurs. If closure is recommended by the local public health department, AVUSD and Association shall immediately bargain the impact and effects of the closure.

This Memorandum of Understanding shall sunset on June 30, 2021.

For the District:

For AVUTA:

 7/24/2020
 Dustin Conrad Date
 Assistant Superintendent, Human Resources

Unable to Sign, Verbal Consent 7/24/2020
 Leslie A. McNenly Date
 Site Representative, AVUTA