

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HART-RANSOM UNIFIED SCHOOL DISTRICT AND HART-RANSOM TEACHERS
ASSOCIATION
REGARDING SCHOOL REOPENING DURING THE 2020-2021 SCHOOL YEAR.
NOVEMBER 19, 2020**

The **Hart-Ransom Unified School District (“District”)** and the **Hart-Ransom Teachers Association (“Bargaining Unit”)**, enter into this Memorandum of Understanding (“MOU”) regarding the reopening of the elementary school during the 2020-2021 school year in light of COVID-19 (coronavirus).

The District and the Bargaining Unit recognize and agree that the presence of COVID-19 in our society necessitates appropriate modifications to the operation of the school 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 District and the Bargaining Unit acknowledge that staff and students may need to self-quarantine or be directed to quarantine, and/or the District may need to close a learning cohort or close the school on an emergency and/or temporary basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year.

The District and Bargaining Unit agree all components of the current Collective Bargaining Agreement between the Bargaining Unit and District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.

The District and the Bargaining Unit agree to the following:

1.0 DEFINITIONS

- 1.1 **“Classroom”** – is any academic, learning, assessment, or instructional space used by students and certificated staff members on the school campus. This applies to indoor learning spaces, and includes the library and the computer lab.
- 1.2 **“Cohort”** – is a group of students that maintains social isolation and physical distancing to the greatest extent practicable. Cohorts are designed to remain stable and intact in order to prevent the spread of infection and illness arising from COVID-19.
- 1.3 **“Common Equipment”** – is any school equipment or structure 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.

- 1.4 **“Common Space”** – is any indoor space on a school campus designed or commonly used by more than one group of individuals.
- 1.5 **“Face Covering”** – a protective mask or face shield covering the nose and mouth (not including bandanas).
- 1.6 **“Hand Sanitizer”** – is a hand-cleaning product that contains at least 60% alcohol.
- 1.7 **“Personal Protective Equipment (PPE)”** – this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person, and may include as appropriate: face coverings, masks, face shields, barriers like Plexi-glass, gloves, etc. PPE may include reusable and/or disposable items.
- 1.8 **“Physical Distancing”** – also known as “social distancing” is the maintaining, to the greatest extent practicable, a certain amount of physical space between people in order to help decrease the risk of virus transmission.
- 1.9 **“Distance Learning”** - means instruction in which the student and instructor are in different locations and students are under the general supervision of a certificated employee of the District. Distance learning may include, but is not limited to all of the following: (Education Code Section 43500)
 - 1.9.1 Interaction, instruction, and check-ins between teachers and pupils through the use of a computer or communications technology.
 - 1.9.2 Video or audio instruction in which the primary mode of communication between the pupil and certificated employee is online interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology.
 - 1.9.3 The use of print materials incorporating assignments that are the subject of written or oral feedback.
- 1.10 **“Sanitized”** - refers to the use of a chemical agent to kill bacteria and/or viruses that may be present on surfaces.
- 1.11 **“Cleaned”** - refers to the use of chemical and/or mechanical systems to remove dirt and other foreign substances from surfaces. This includes soap, vacuuming, scrubbing and similar functions traditionally associated with the term “cleaning”.

2.0 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 2.1 The District shall provide PPE to all unit members for use while on campus.

- 2.2 In-lieu of using District-provided PPE, unit members may bring personally owned PPE so long as said PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.
- 2.3 Unit members shall not be required to bring personally owned PPE, and no unit member shall be disciplined or evaluated negatively for not bringing personally owned PPE.
- 2.4 If the District fails to provide a unit member with appropriate PPE, that unit member may be sent home for the day. A unit member who is sent home due to lack of PPE will receive their full daily rate of pay. Any in-person classes taught by the unit member will resume when appropriate PPE is available. A unit member who is sent home due to lack of PPE may, at the district's discretion, be required to perform their instructional duties online.

Face Covering Requirements

- 2.5 Face coverings (including masks and/or face shields) are required to be worn properly by all individuals on the school campus in accordance with the District's written directives. Bargaining unit members must wear face coverings unless medically exempted. In the event of a medical exemption the District will work with the bargaining unit member to implement appropriate mitigating practices.

Hand Washing Requirements

- 2.6 The District and the Bargaining Unit recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- 2.7 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.
- 2.8 The District shall comply with the following hand washing requirements:
 - 2.8.1 Every room with a sink shall be stocked with soap.
 - 2.8.2 Every classroom shall be provided medically effective hand sanitizer.
 - 2.8.3 Non-classroom workspaces and common spaces regularly utilized by unit members shall be provided soap and/or medically effective hand sanitizer.
 - 2.8.5 All hand washing/hand sanitizing supplies noted above shall be checked and restocked regularly.

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 all of the provisions below.

Adherence to Health Guidelines and Orders

- 3.1 The District shall adhere to the COVID-19 guidelines and orders issued for schools by public health officers of legally applicable jurisdiction.
- 3.2 Where there is a conflict between various guidelines or orders for schools, the District shall follow the guidelines and orders provided for schools by Stanislaus County Health and Human Services.
- 3.3 The Parties agree to meet upon request to negotiate the impact and effects of any pertinent revisions or updates to the guidelines and orders referenced in section 3.1.

Physical Distancing

Classroom/Instructional/Academic Learning Spaces

- 3.4 To the greatest extent practicable, physical distancing of three (3) feet or more shall be maintained between educators and students, and six (6) feet or more between employees. If this physical distancing is not possible due to office/room size limitations, alternative and effective safety devices may be used such as plexiglass barriers and/or face shields. Time spent in proximity of less than six (6) feet between adults should be minimized to the extent possible and limited to no more than fifteen (15) minutes daily.
- 3.5 No unit member shall be directed to violate these physical distancing standards except to prevent imminent bodily or physical harm from occurring.
- 3.6 Parents and other visitors will not be allowed in classrooms, except as specifically authorized by administration.

Breakfast & Lunch

- 3.6 Physical distancing of approximately six (6) feet shall be maintained between students who are eating, between staff and students who are eating, and between all staff during breakfast and lunch period(s).

Meetings and Gatherings

- 3.11 When practicable, and until such a time as larger gatherings are deemed safe by public health officials, district initiated meetings (including but not limited to, staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, parent meetings, and parent-teacher conferences) may be held virtually and shall be scheduled during non-instructional time. In such a time as larger group meetings of staff are implemented, a bargaining unit member may attend virtually with prior administrative approval. Administrators will approve such requests to the extent that the meeting(s) can be effectively run in that manner.
- 3.12 Until such a time as larger gatherings are deemed safe by public health officials, large in-person gatherings of students (i.e. school assemblies) will be held virtually.

Other Health and Safety Issues

Daily Cleaning and Disinfecting

- 3.22 The District shall ensure that all classrooms and other work areas commonly used by bargaining unit members are cleaned and sanitized daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch surfaces, using safe and effective products. High touch restroom surfaces will be routinely sanitized during the day, and restrooms will be thoroughly cleaned nightly.
- 3.23 Routine daily cleaning and sanitization as described above shall be done by trained custodial personnel.

Air Ventilation and Filtration

- 3.26 The Parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the potential airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.
- 3.27 The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour.
- 3.27.1 HVAC air filters shall be changed at the recommended intervals.

Health Screening, Testing, Notification, and Contact Tracing

- 3.28 The District shall ensure that all students, employees, and other persons on campus are checked daily for symptoms associated with COVID-19 infection at the beginning of the day, including temperature checks.

3.28.1 Health screening, testing, notification, and quarantine protocols and procedures will be created prior to in-person learning occurring.

3.28.2 All students and staff will be trained on these protocols and procedures.

3.29 Staff and students with any symptoms consistent with COVID 19 will follow HRUSD COVID-19 procedural guidelines.

4.0 DISTANCE LEARNING AND HYBRID MODEL

Consistent with Education Code Section 43503, distance learning may be offered for students on either a hybrid model combining in-person learning and distance learning or a total distance learning mode of instruction.

The District and the Bargaining Unit affirm that the District shall offer in-person instruction to the greatest extent possible while also maintaining an appropriately safe and healthy learning environment for all students and educators on the school campus.

The District and the Bargaining Unit agree to continue to adhere to the following components of the revised MOU regarding Distance Learning, dated September 17, 2020: Items 9-23.

Synchronous Instruction

When a teacher has a combination of students who are on campus for in-person instruction and students who are on distance learning, the teacher will meet the learning needs of their distance learning students in a manner that complies with the requirements of applicable laws, Board policies, and administrative directives. A variety of teaching modalities and strategies will be utilized for distance learners including, but not limited to live synchronous instruction via video conferencing.

This will include a live synchronous morning meeting at the beginning of each school day at 8:10 a.m., or as soon thereafter as practicably possible. In multiple subject classrooms, this will also include daily live synchronous direct instruction lessons in each of the following subject areas - math, English/language arts, and science or history - , for a total of at least three live synchronous instructional presentations each day in addition to the 8:10 a.m. morning meeting. In a single subject classroom, the live synchronous instructional presentation will include at least the direct instruction portion of the lesson, and may include as much as the entire lesson for the class period.

All live synchronous instructional presentations will be of sufficient duration, scope, and detail for the distance learning students to be able to understand and grasp the skills and concepts being taught. Every teacher with one or more distance learning students in their class will provide these students with effective guided practice and independent practice,

with the modality being determined by the teacher, whether synchronous or asynchronous. The teacher may additionally provide their distance learning students with pre-recorded instructional material and/or other appropriate and effective online learning resources. For physical education, teachers may utilize activity logs and other asynchronous modalities in lieu of synchronous instruction.

Every teacher with one or more distance learning students in their class will engage in regular proactive communication with their distance learning students and parents, and will be available to their distance learning students and their parents for questions and support. Teachers with distance learning students will provide these students with reasonable and appropriate opportunities to make up missed lessons, assignments, and assessments when the distance learning students have had excused absences. Each teacher will communicate in writing their schedule for synchronous instruction in a manner that is readily accessible to their distance learning students and parents, as well as administrators and other appropriate staff.

The school will provide administrative support and staff support for students, parents, and teachers relative to distance learning including, but not limited to: academic support; social/emotional support; accountability and support for attendance, academic progress, and behavior; English language development (ELD) services; special education services; and support in other related aspects of educational success and achievement. Additionally, the school will provide ongoing professional development in effective distance learning and synchronous instruction practices. The school will provide teachers with appropriate equipment, hardware, software, coaching, and technical support in the use of technology for synchronous instruction for distance learning students.

5.0 LUNCH PERIODS ON RAINY DAY SCHEDULE

On a rainy day schedule, the workday for bargaining unit members shall include a thirty-five (35) consecutive minute duty-free lunch period, except on minimum days. The lunch period is to be concluded before the end of the professional workday. Employees shall be present with their students when the allotted time of their lunch period has elapsed.

6.0 LACK OF SUBSTITUTE COVERAGE

- 6.1 In the event that a classroom teacher is absent and there is no substitute teacher available, a support teacher will only be used to cover the class if there are no other reasonable options available to cover the class, as determined by the administration. Administrators will seek to minimize the impact of a substitute shortage on support teachers as much as is reasonably practicable.

7.0 PAY AND BENEFITS

- 7.1 While working under an in-person learning model, a hybrid model, or a total distance learning model, or during a period of total emergency school closure, bargaining unit members shall continue to receive their full compensation and benefits. If extracurricular duties can be and are performed, bargaining unit members shall continue to receive stipends, or relevant portions thereof, as provided for under the CBA.
- 7.2 In recognition of the added complexity of the role of a teacher in the synchronous learning environment, having students both physically in the classroom and distance learning via livestreaming online, and in appreciation for the hard work that teachers are putting into making the synchronous learning environment a success for all students, the District will pay each bargaining unit member a one-time, off-schedule payment of \$1,000.00 in the month of December 2020.

8.0 SPECIALISTS, ENRICHMENTS, AND PHYSICAL EDUCATION

- 8.1 Support personnel (ELD, RS, counselor, enrichment teachers, and physical education teachers) shall maintain all physical distancing, PPE, and safety requirements in this MOU.

9.0 TRAINING

- 9.1 Bargaining unit members shall be trained in the following areas, including but not limited to:
 - 9.1.1 Reinforcing the importance of health and safety practices and protocols;
 - 9.1.2 Cleaning, sanitizing, and disinfecting protocols, supplies, and equipment;
 - 9.1.3 Physical distancing requirements, personal protective equipment, and stable classroom cohort protocols;
 - 9.1.4 Health screening protocols and procedures;
 - 9.1.5 Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;
 - 9.1.6 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;

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

9.1.8 Any other relevant orders or guidelines that a bargaining unit member is expected to understand and comply with.

10.0 GRIEVANCE

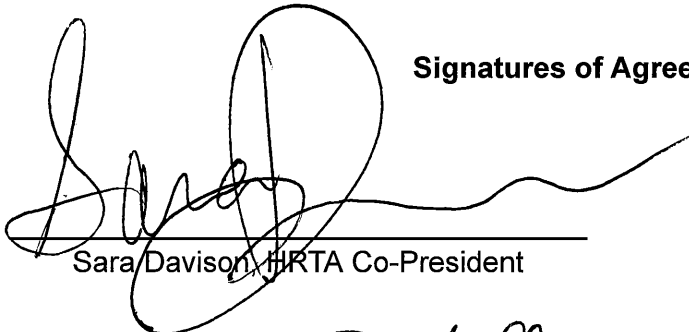
10.1 All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

11.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

11.1 Due to the evolving nature of the circumstances surrounding COVID-19, the Association reserves the right to negotiate the effects of the district's decisions related to COVID-19 to the extent that those decisions affect the terms and conditions of unit members under the EERA.

This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement between the District and the Bargaining Unit.

Signatures of Agreement



Sara Davison, HRTA Co-President

11/20/2020

Date



Sabrina Hull, HRTA Co-President

11/30/2020

Date



Matthew Shipley, HRUSD Superintendent

11/20/2020

Date