MEMORANDUM OF UNDERSTANDING BETWEEN THE MENIFEE TEACHERS
ASSOCIATION AND THE MENIFEE UNION SCHOOL DISTRICT

For the period of July 22, 2020 through June 30, 2021

The Menifee Union School District ("District") and Menifee Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") regarding the reopening of schools, as it relates to Novel Coronavirus (COVID-19).

The Parties recognize there is a need to address the learning environment and instructional models of schools in the COVID-19 environment. It is the mutual interest of both parties to address the recommendations of California Department of Education (CDE), Riverside County Office of Education (RCOE), Center for Disease Control (CDC), California Department of Public Health (CDPH), and Riverside County Department of Public Health (RCDPH) in order to prevent the spread of illness arising from COVID-19.

In response to the changing landscape presented by the COVID-19 outbreak, and as a response to Senate Bill 98 (SB-98), addressing the impacts on schools is vital to their operation. The District and MTA recognize that collaboration between local public health, education officials, and educators is the best means of determining and balancing competing concerns surrounding school reopening decisions.

The District and MTA agree to the following:

1.1 Collective Bargaining
The Parties agree to meet and negotiate the impacts around the implementation of guidance from the California Department of Education (CDE), as well as the US Department of Education (USDoEd), and Riverside County Office of Education (RCOE), and any changes to this MOU or the Collective Bargaining Agreement (CBA).

2.1 Terms of Agreement
This agreement shall expire June 30, 2021. At any time during this agreement, the parties agree to examine the implementation of this agreement and to meet in the event that one, or both parties, believe it is necessary. The provisions of this agreement shall not be modified and/or changed unless both parties mutually agree. This Memorandum of Understanding shall not be precedent setting nor form any basis for past practice.
3.1 Unit Member Work Year
Teachers report August 10, 2020 and the first day of school will be August 14, 2020. Teachers shall work 184 days inclusive of 180 days of instruction (Distance+, Hybrid, and Traditional).

4.1 Status of Unit Members
Unit Members shall not suffer a loss of wages, salary, pay, stipends, or fringe benefits, as a result of any school closures caused by COVID-19, except in circumstances where employees exhaust available leaves pursuant to Article 9 of the (CBA) and applicable provisions of the Federal Families First Coronavirus Response Act (FFCRA).

5.1 Technology for Delivery of Instruction/Support
5.1.1 The District shall provide core instructional materials and may provide Unit Members with supplemental programs and software to support on-line learning.
5.1.1.2 The District shall provide current offerings of instructional technology via the Clever platform.
5.1.1.3 The District shall provide Unit Members online and direct phone line access to both technical and instructional technology support Monday through Friday between the hours of 8am to 4pm.

6.1 Meetings and Professional Development
6.1.1 Meetings shall follow current CBA language guidelines.
6.1.2 Meetings shall follow RCOE, CDC CDPH, and/or RCDPH safety guidelines.
6.1.2.1 Meetings shall be held via virtual platform if safety guidelines cannot be met.
6.1.2.1.1 Unit Members shall attend via virtual platform from their assigned work location with their cameras on.
6.1.2.1.2 Recording a virtual meeting or training session is strictly prohibited unless agreed upon by all parties.
6.1.3 Unit Members shall discuss in-person meeting attendance with administration and/or the Director of Risk Management, and may attend meetings via virtual platform from their assigned work location with cameras on.

7.1 Training
7.1.1 The District shall provide professional development, with an emphasis on technology, to support teachers before and during the school year.

1 The FFCRA is currently applicable until December 31, 2020. If the FFCRA is amended or modified to remain in effect after December 31, 2020, those new provisions would be automatically incorporated into this MOU.
7.1.2 All Unit Members shall participate in safety and personal wellness training provided by the District by the identified completion date.

7.1.3 MUSD and MTA agree that the Staff Development Days (8/21/20 and 10/15/20) shall move to 8/12/20 and 8/13/20 to provide professional development in preparation for starting school in distance learning.

7.1.4 MUSD and MTA agree that on Wednesday September 16th, 2020 (a distance learning day for students) teachers will attend virtual professional development, meet, and discuss District diagnostic assessment data and address student learning loss.

7.1.4.1 This training will begin at 10:00 and end at 2:30, inclusive of a 45-minute duty free lunch.

8.1 Expectations for Unit Members

8.1.1 All provisions are applicable to TK/Preschool/Permit Unit Members.

8.1.2 All Unit Members are required to conduct daily CDC Symptoms of Coronavirus home self-checks (Appendix B) prior to coming to work and shall not report for duty if they present symptoms (not related to common medical conditions or allergies) and/or a temperature of 100.4 degrees or higher.

8.1.3 No duties shall be assigned beyond the contractual day for Unit Members participating in Distance Learning+, Hybrid, and Traditional models.

8.1.3.1 Duty shall not exceed 20 minutes.

8.1.4 All Unit Members shall physically report to work at their assigned work location for seven (7) hours and twenty (20) minutes per day, inclusive of a 42-minute duty free lunch for middle school and a 45-minute duty free lunch for elementary and K-8 schools; unless an accommodation or other safety provision has been approved through Personnel Services.

8.1.5 Unit Members shall have access to materials and supplies from their assigned worksite/location.

8.1.6 Unit Members shall share each other’s Google Classrooms as a collaborator with their PLC’s/teammates to assist and maintain emergency lessons that are appropriate to the Unit Member’s grade level, assignment, and current instructional model.

8.1.7 Unit Members shall share their Google Classroom as a co-teacher with their administrator.

8.1.8 Unit Members shall be responsive to their students, parents, and administrator in a timely manner (within 24 hours with the exception of non work days in which the response would be the next working day).

8.1.9 Counselors shall address the three domains of Academic, Career, and Social/Emotional development. Counselors shall provide in-person and/or
virtual appointments to students for academic counseling, monitoring, and guidance from any one of the domains. These counseling sessions shall be conducted in-person, via email, or when appropriate via tools such as Google Meet and/or other virtual tools, maintaining American School Counselor Association (ASCA), RCOE, CDC and/or RCDPH safety guidelines.

8.1.9.1 Counseling sessions shall be provided in alignment with IEP’s, 504’s, or related court orders.

8.1.9.2 Weekly SEL lessons and/or support(s) shall be created by Counselors and provided to students to support implementation of SEL curriculum.

8.1.9.2.1 Teachers shall have access to online components for resources.

8.1.10 Special Education Unit Members shall work collaboratively with core-content Unit Members in-person and/or via a virtual platform to adapt lessons to meet the needs of students in a classroom and/or digital learning environment and ensure that lessons and activities are appropriate, as documented in the student’s IEP.

8.1.10.1 Service providers (SAI Instructor, Nurse, Psychologist, Speech, Adapted PE, etc.) shall consult with parents and/or students, and prepare appropriate in-person and/or distance learning activities for individual and/or group lessons/appointments/sessions (to include teletherapy and tele-interventions), as documented in the student’s IEP.

8.1.10.2 RSP and SDC service providers shall create their own Google Classroom and/or be assigned as a co-teacher to support/collaborate with the general education teacher and related service providers.

8.1.10.2.1 RSP and SDC service providers shall provide modifications, accommodations, and/or specialized instruction as documented in the student’s IEP.

8.1.10.3 Federal, state, and district assessments shall be administered.

8.1.10.3.1 Other forms of assessment may include informal observations, progress on goals, records review, norm referenced standardized assessments.

8.1.10.4 Special Education Unit Members shall schedule a direct assessment with the student at a district location.

8.1.10.5 Unit Members shall complete/conduct and/or participate in IEP’s in-person or via virtual platform.

8.1.10.5.1 Unit Members conducting in-person IEP meetings and direct assessments shall comply with safety guidelines established by RCOE, CDC and/or RCDPH.
9.1 Class Size/Caseload
9.1.1 Classes shall not exceed the social distancing guidelines.
9.1.2 Class size and caseloads shall remain consistent with current class-size/caseload ratios/caps, as bargained in the CBA per Article 14 and 25.
   9.1.2.1 When there is no substitute, each site shall have a plan established to address certificated staffing needs.

10.1 Grading and District Assessments
10.1.1 Unit Members shall ensure that a weekly engagement record is completed for each pupil documenting synchronous and asynchronous instruction for each whole or partial day of Distance Learning, verifying daily participation, and tracking assignments.
10.1.2 Unit Members shall assess, evaluate, and provide feedback on student work and maintain information on student progress using the District Student Information System (AERIES) gradebook.
10.1.3 Unit Members shall facilitate and administer all district and state testing/assessments adhering to all ROCE, CDC, CDPH, and RCDPH safety guidelines.

11.1 Evaluations
11.1.1 Current timelines in the CBA will be followed per Article 12.
11.1.2 Formal observations are to be completed during in-person class time for Hybrid and Traditional models.
11.1.3 Administration shall have access to Unit Member’s main digital classroom platform (i.e. Google Classroom, Google Meet, etc.) and classes.
11.1.4 Unit Members teaching Distance Learning and year-long Distance Learning+ shall be evaluated based on virtual platforms. This includes formal virtual observations.
11.1.5 The District recognizes the challenge of transitioning between Distance, Hybrid, and Traditional learning models, and shall ensure additional support is provided to Unit Members.

12.1 Safety
All safety guidelines outlined with the direction of the Riverside County Office of Education (RCOE), Centers for Disease Control (CDC), California Department of Public Health (CDPH), Riverside County Department of Public Health (RCDPH), and the California Department of Education (CDE) must be followed. This includes but is not limited to:
12.1.1 All staff, students, and visitors/volunteers/vendors shall be required to wear a face covering at all times while on any campus/site and/or district property until further guidance by RCOE, CDC CDPH, and/or RCDPH makes clear that masks are no longer necessary.

12.1.1.1 Exceptions include staff and students who are excluded as listed in the RCOE, CDC CDPH, CDE, and/or RCDPH guidelines.

12.1.1.2 Personal Protective Equipment (PPE) shall be provided by the District in adherence to state and local mandates.

12.1.1.2.1 Facemasks, and/or Face Shields, and/or gloves, and/or other required PPE shall be provided to Unit Members as needed.

12.1.1.2.2 Gloves, face shields and other required PPE shall be provided for all Special Education Unit members who have direct contact with students who require feeding, changing and/or help with personal hygiene needs, and direct assistance for academic support.

12.1.1.2.3 Each site shall be provided Plexiglass for direct service providers (SLPs, Psychologists, and SPED teachers) when direct services/assessments are required.

12.1.1.2.4 Sites shall be provided with disposable table paper for the Health Office and SPED changing table(s).

12.1.1.2.5 Sites shall be provided disposable gowns for SPED Unit Members when diapering, toileting, and/or for hygiene purposes.

12.1.2 Every classroom shall be supplied with approved and appropriate cleaning products.

12.1.3 Unit Members and students must maintain appropriate social distancing, per state-issued guidance (inclusive of IEPs and 504s), while on MUSD sites/campus until further or modified guidance by RCOE, CDC CDPH, and/or RCDPH has been issued.

12.1.4 At every school site, only the amount of students that guarantee appropriate social distancing in classrooms (per state guidelines) shall attend school on any hybrid in-person school day.

12.1.4.1 Classroom configurations shall be made to adhere to social distancing guidelines.

12.1.5 Unit Members shall be trained to promote healthy hygiene practices to include how to wash hands, avoid contact with one's eyes, nose and mouth, and cover coughs and sneezes.
12.1.5.1 Unit Members shall deliver pre-created educational training to students regarding proper hygiene procedures, safety protocols, and school wide expectations.

12.1.6 All in-person events (i.e., gatherings, assemblies, field trips, dances, festivals, study trips, fundraisers, etc.) shall follow RCOE, CDC, CDPH, and/or RCDPH safety guidelines and require pre-approval by the Superintendent or Designee.

12.1.7 Off-Site conferences and District travel must be pre-approved by the Superintendent or Designee.

12.1.8 Staff members who test positive and/or are exposed to COVID-19 and are asymptomatic or symptomatic shall follow the protocol set forth by the RCDPH found in Appendix B.

12.1.8.1 The District shall follow CDPH, CDC, CDPH and/or RCDPH guidelines for incidents of positive COVID-19 test results and detection.

12.1.8.1.1 The District shall inform the Union as soon as practicable, ensuring privacy rights under HIPAA, FERPA, and California Medical Instrumentation Association (CMIA), should it learn of a confirmed or possible COVID-19 infection of District Employees or students, or community members utilizing District facilities.

12.1.9 No visitors/volunteers/vendors will be allowed on campus, unless they have pre-approval by the Superintendent or Designee and site administration.

12.1.9.1 Visitors/volunteers/vendors must adhere to RCOE, CDC, CDPH, and/or RCDPH safety guidelines while on site.

12.1.9.2 No visitors/volunteers/vendors are allowed in student occupied classrooms, unless they have pre-approval by the Superintendent or Designee and site administration.

12.1.10 A designated space may be established at each site for staff and students who present COVID related symptoms as outlined per CDC.

12.1.10.1 These spaces shall adhere to RCOE, CDC, CDPH, and/or RCDPH safety guidelines.

12.1.11 All classroom and instructional area procedures shall be provided to Unit Members by Site Administration and shall adhere to RCOE, CDC, CDPH, and/or RCDPH safety guidelines.

12.1.12 Multi-use and shared spaces such as, but not limited to: the school media center, locker rooms, gymnasiums, library, cafeteria, MPR, playground, makerspaces, labs, etc. shall adhere to RCOE, CDC, CDPH, and/or RCDPH safety guidelines.
12.1.13 Directional and spacing markers shall be placed in common areas/walkways to assist social distancing, as needed.

12.1.14 The District shall ensure ventilation systems and fans operate properly and increase circulation of air as much as possible by opening windows and doors and other methods to maximize central air filtration for heating ventilation and air conditioning.

12.1.14.1 Unit Members shall not open windows and doors if doing so poses a safety or health risk to staff or students using the facility (i.e., allowing pollen in or exacerbating asthma symptoms).

13.1 Learning Models

The three models include: Distance, Hybrid, and Traditional, for all grade levels. At the discretion of district leadership, these models may be offered to students during the 2020-2021 school year. According to Education Code 43501, as amended by SB98, at minimum, all models will adhere to the following daily instructional minutes: Grades TK-K (180 daily minutes), Grades 1-3 (230 daily minutes), Grades 4-8 (240 daily minutes). All students will be provided at least 180 days of instruction (online and/or in-person) during the 2020-2021 school year.

13.1.1 During distance learning: academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction may all be combined to meet the daily minimum minutes per grade level.

13.1.1.1 Daily live interaction shall occur and may take the form of internet or telephonic communication, or by other means permissible under public health orders. This interaction is for purposes of instruction, progress monitoring, and maintaining school connectedness.

13.1.1.2 Asynchronous instruction is defined as instruction and learning that does not occur at the same time.

13.1.1.3 Synchronous instruction is defined as a learning event in which a student(s) is/are engaged in learning at the same time with the Unit Member.

13.1.2 Daily lesson plans, classroom assessments, and instructional methodologies shall be used at the discretion of the Unit Member.

13.1.3 Hybrid Learning Model: All schools, in collaboration with site administration, leadership team, and a MTA representative(s), shall select their instructional schedule, taking into consideration the task force recommendation. Start times, lunch, and end times will be consistent with the current CBA.

13.1.3.1 All Unit Members shall report to their assigned work location seven hours and twenty minutes per day, inclusive of a 42-minute duty
free lunch for middle school, a 45-minute duty free lunch for elementary school, and a 45 minute duty free lunch for K-8 school.

13.1.3.2 Unit Members shall provide in-person learning on a modified schedule for four days a week, and remote distance learning five days a week.

13.1.3.3 Unit Members shall instruct all students in the Distance Learning format on Wednesdays.

13.1.3.4 Social distancing shall be maintained on hybrid learning days.

13.1.3.4.1 Classroom configurations shall be made to adhere to social distancing.

13.1.3.4.1.1 All non-essential classroom furniture will be removed from the room to maintain social distancing requirements.

13.1.3.4.1.2 All non-essential personal furniture shall be removed from the classroom.

13.1.3.5 Unit Members shall have a scheduled prep, if applicable, in accordance with the Article 11 in the CBA.

13.1.3.6 All sites shall establish, and communicate with staff, operational hours. Schools shall be opened one (1) hour prior to the start of the teacher work day and closed one half (.5) hour after the end of the teacher work day. Teachers cannot report to work before the site opening time and must leave campus by the site closing time, unless approved by their administrator.

13.1.3.7 Assignments that typically have large performance-based classes (band, music, drama, PE) shall provide in-person learning on a modified schedule for four days a week, and remote distance learning five days a week.

13.1.3.7.1 If classes are moved indoors, due to inclement weather, indoor spaces must be large enough to allow for social distancing requirements.

13.1.3.7.2 Any in-person classroom activity that necessitates an increased risk (such as singing, playing a forced air/wind instrument, or close physical contact) shall be prohibited until deemed safe by public health officials without PPE and social distancing.

13.1.3.7.3 Alternative lessons (such as music theory, music appreciation, string or percussion instruments, physical education with distance requirements including low impact/non-contact, health, nutrition, etc.) shall be provided.
13.1.3.8 Unit Members shall attend scheduled Back to School Night, Open House or equivalent, and Parent Teacher Conferences as stated in Article/Section 11.7 of the CBA.

13.1.3.8.1 These events shall be held via virtual platform/video from Unit Members assigned work location with cameras on.

13.1.4 Distance Learning+ Model: All schools (in collaboration with site administration, leadership team, and an MTA representative) shall select their instructional schedule, taking into consideration the task force recommendation. Start times, lunch, and end times will be consistent with the current CBA. Guidance for teachers shall be in alignment with SB-98 and MUSD’s Virtual Educator Job Description.

13.1.4.1 All Unit Members shall report to their assigned work location for seven hours and twenty minutes per day, inclusive of a 42-minute duty free lunch for middle school, a 45-minute duty-free lunch for elementary school, and a 45 minute duty-free lunch for K-8 school. (For additional information on accommodations refer to Section 7.1.3)

13.1.4.1.1 In the event the district is required, by the state or county, to enter into full distance learning, Unit Members shall have the option to work from their assigned work location or from home during their scheduled work hours.

13.1.4.1.1.1 Should the Unit Member elect to come to campus they must sign in and out of Raptor and comply with all safety requirements for individuals coming onto District facilities.

13.1.4.1.1.2 Should the Unit Member elect to work from home, the Unit Member must be able to complete all duties and responsibilities of their position.

13.1.4.1.1.2.1 The District shall not be required to provide the Unit Member additional resources to work from home.

13.1.4.1.1.2.2 Unit Members who request to work from home may access their assigned work location during CBA contractual hours, as they deem necessary.

13.1.4.1.1.2.3 Unit Members shall dress professionally and provide instruction from a
professional environment during their assigned duty hours.

13.1.4.1.2 Unit members may be restricted from working from home in the event they are not adhering to the provisions of this MOU.

13.1.4.1.2 In the event the district is required to adhere to a state or county issued stay at home order, Unit Member’s assigned work location shall be accessible to Unit Members at least one day per week at designated times to pick-up, drop off, or utilize essential items needed to complete the duties and responsibilities of their position.

13.1.4.1.2.1 Unit Members shall adhere to all safety requirements for individuals coming onto District facilities.

13.1.4.2 Unit Members shall ensure that a weekly engagement record is completed for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments.

13.1.4.2.1 Unit Members shall document daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided. A pupil who does not participate in distance learning on a school day shall be documented as absent for that school day.

13.1.4.2.1.1 Related service providers shall document student participation in services related to student’s IEP.

13.1.4.3 Unit members shall provide synchronous and asynchronous instruction and content five days a week through distance learning.

13.1.4.3.1 Unit Members shall determine the means and methods for providing grade level distance learning based on standards-aligned content, with instruction substantially equivalent to the quality and rigor of classroom-based instruction.

13.1.4.3.2 Unit Members shall be responsible for planning appropriate standards-based instruction, regularly monitoring and assessing student work completion and participation, and providing feedback to students.

13.1.4.4 Unit Members shall establish procedures to re-engage students who are absent from instruction.

13.1.4.5 Unit Members shall report non-participation, for students who are absent from instruction for more than three days in a week, to the
designated staff member for additional outreach and follow-up, as communicated by the site re-engagement plan.

13.1.4.5.1 Site administration shall communicate to Unit Members the site re-engagement plan for students absent from distance learning for more than three school days or 60 percent of the instructional days in a week.

13.1.4.6 Unit Members shall provide daily live interaction with students for the purposes of instruction, progress monitoring and maintaining school connectedness (e.g. Google Meet, etc.).

13.1.4.7 Unit Members shall maintain regular communication with parents/guardians on students' progress.

13.1.4.8 Unit Members shall provide academic support for English learners, students with disabilities, foster youth, homeless students, and students who have fallen behind in their academic progress.

13.1.4.8.1 Unit Members shall provide special education services as documented in the students IEP as applicable and transferable in a virtual setting.

13.1.4.9 Unit Members shall be held harmless for any inappropriate online behavior by a student.

13.1.4.9.1 Unit Members shall report such act(s)/behavior(s) to their site administrator.

13.1.4.10 Unit Members shall comply with all requirements of Board Policy 4119.24 “Maintaining Appropriate Adult-Student Interactions” when communicating with students online and through other forms of technology.

13.1.5 Selection of teachers for year-long Distance Learning+:

13.1.5.1 Priority shall be given to Unit Members who are considered high risk according to CDC guidelines.

13.1.5.1.1 Unit Member selection shall be determined by the following criteria:

A. First priority shall be given to any Unit Member who is “at increased risk of severe illness,” as listed by the CDC.

a. In the case that there are multiple Unit Members available for one opening, the following shall be used, in this order:

i. Age, consistent with CDC guidance concerning COVID risks.
ii. Per CBA (Article 13.2.4)

B. Second priority shall be given to any Unit Member who "might be at an increased risk of severe illness," as listed by the CDC.
   a. In the case that there are multiple Unit Members available for one opening, the following shall be used in this order:
      i. Age, consistent with CDC guidance concerning COVID risks.
   ii. Per CBA (Article 13.2.4)

C. The third priority shall be given to any Unit Member who believes they are at high risk due to immediate/caretaker family members.
   a. In the case that there are multiple Unit Members available for one opening, the following shall be used, in this order:
      i. Per CBA (Article 13.2.4)

D. If additional positions are needed for year-long Distance Learning+, these positions shall be filled in accordance with the CBA (Article 13).

13.1.5.2 At the beginning of the 2021-2022 school year, Unit Members shall return to their positions listed on the Master Course Directory prior to the conclusion of the 2019 - 2020 school year (per Article 13 of the CBA).

13.1.5.2.1 All open positions, including the Virtual Educator, for the 2021-2022 school year shall be posted and filled per Article 13 of the CBA.

14.1 Communications to Members
MUSD will make every effort to inform/update Non-Management Certificated Staff regarding new information prior to sending such information out to parents, students, the community at-large, or publishing for public access.

15.1 Agreement to Meet and Negotiate
The parties agree to meet within ten (10) calendar days, unless otherwise mutually agreed upon, to negotiate any guidance from the California Department of Education, the Federal Department of Education, and/or any Federal, State, or local elected official directives that impact matters within the scope of representation.
In the event the State of California alters requirements for schools in response to COVID-19, the parties agree within ten (10) calendar days, unless otherwise mutually agreed upon, to negotiate the impacts. All articles of the current Collective Bargaining Agreement between MTA and MUSD not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.

The parties understand the Coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.

This MOU addresses the negotiable effects of the Coronavirus (COVID-19). The District and/or Association reserve the right to negotiate any additional impacts and/or additional school effects in the 2020-2021 school year.

This agreement is subject to ratification by MTA and the MUSD Board of Education.

16.1 Terms of Agreement
This agreement shall expire June 30, 2021. At any time during this agreement, the parties agree to examine the implementation of this agreement and to meet in the event that one, or both parties, believe it is necessary. The provisions of this agreement shall not be modified and/or changed unless both parties mutually agree. This Memorandum of Understanding shall not be precedent setting nor form any basis for past practice.

MTA: Negotiations Chair

MUSD: Assistant Sup. Of Personnel Services

Date: July 22, 2020

Date: July 22, 2020

MTA Participants

MUSD Participants

Marisa Perineci

Kim McEwen

Allison Kuenzel
APPENDIX A - Links to resources

Riverside County Office of Education
https://www.rcoe.us/reopening-guide/

Centers for Disease Control
https://www.cdc.gov/coronavirus/2019-ncov/community/reopen11-g11i
dance.html

Riverside University Health System- Public Health
https://www.rivcoph.org/coronavirus

Protocol for Essential Workers
rivcoph.org here

CDC Symptom self-check
cdc.gov here

SB-98 Education Finance: Education Omnibus Budget Trailer Bill
Approved by Governor June 29, 2020. Filed with Secretary of State June 29, 2020.
https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200SB98
APPENDIX B - Attachments:

CDC Symptoms of Coronavirus (COVID-19)

RCDPH Protocol for Essential Workers

BP - 4119.24
Symptoms of Coronavirus (COVID-19)

Know the symptoms of COVID-19, which can include the following:

- Cough
- Fever
- Chills
- Muscle pain
- Shortness of breath or difficulty breathing*
- Sore throat
- New loss of taste or smell

Symptoms can range from mild to severe illness, and appear 2-14 days after you are exposed to the virus that causes COVID-19.

*Seek medical care immediately if someone has emergency warning signs of COVID-19.

- Trouble breathing
- Inability to wake or stay awake
- Persistent pain or pressure in the chest
- Bluish lips or face
- New confusion

This list is not all possible symptoms. Please call your medical provider for any other symptoms that are severe or concerning to you.

cdc.gov/coronavirus
Protocol for Essential Workers

Exposed – Asymptomatic

• 14 day quarantine.
  o Twice-daily temperature check.
  o Monitor for respiratory symptoms.
  o If source patient ruled out, can lift quarantine.

• Can work wearing a surgical mask (if allowed by employer).
• If ANY symptoms, exclude from work and refer for testing (below).
• Even if tested and tests negative, 14 day quarantine still required.

Exposed – Symptomatic

• Exclude from work, 14 day quarantine. Instruct in home isolation.
  o Twice-daily temperature check
  o Monitor for respiratory symptoms.
• Refer for testing.
  o While test is pending continue home isolation.
  o If test is negative and no longer symptomatic:
    • If source patient ruled out, discontinue isolation and clear for work.
    • If source patient was positive, complete 14 day quarantine. May return to work with a surgical mask as above (if allowed by employer) when completely asymptomatic and afebrile for 72 hours.
  o If test is negative, but still symptomatic, an individualized assessment of other potential diagnosis (e.g., flu) is required for whether repeat testing may be indicated.

Positive COVID-19 Test

Symptomatic Essential Workers with suspected or confirmed COVID-19:
To remain on home isolation until:

• At least 3 days (72 hours) have passed since recovery defined as resolution of fever without the user fever-reducing medication and improvement in respiratory symptoms (e.g., cough, shortness of breath); and,
• At least 10 days have passed since last positive test

Essential Workers with laboratory-confirmed COVID-19 who have not had any symptoms:
To remain on home isolation until:

• 10 days have passed since the date of their first positive COVID 19 diagnostic test assuming they have not subsequently developed symptoms since their positive test.
• If they develop symptoms, then the protocol for symptomatic individuals should be followed.
Maintaining Appropriate Adult-Student Interactions

The Governing Board desires to provide a positive school environment that protects the safety and well-being of district students. The Board expects all adults with whom students may interact at school or in school-related activities, including employees, independent contractors, and volunteers, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting. Such adults shall not engage in unlawful or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety.

Employees are prohibited from entering into or attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature.

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Superintendent or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Superintendent or designee. The Superintendent or designee shall protect anyone who reports a violation from retaliation. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred from school grounds and activities in accordance with law. The Superintendent or designee may also notify law enforcement as appropriate.

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites.

Inappropriate Conduct

Employees shall remain vigilant of their position of authority and not abuse it when relating with students. Examples of employee conduct that can undermine professional adult-student interactions or create the appearance of impropriety include, but are not limited to:

1. Initiating inappropriate physical contact

2. Being alone with a student outside of the view of others
3. Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent

4. Maintaining personal contact with a student that has no legitimate educational purpose, by phone, letter, electronic communications, or other means, without including the student's parent/guardian or the principal

When communicating electronically with students, employees shall use district equipment or technological resources when available. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent.

5. Creating or participating in social networking sites for communication with students, other than those created by the district, without the prior written approval of the principal or designee

6. Inviting or accepting requests from students, or former students who are minors, to connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the site is dedicated to school business

7. Singling out a particular student for personal attention and friendship, including giving gifts and/or nicknames to individual students

8. Addressing a student in an overly familiar manner, such as by using a term of endearment

9. Socializing or spending time with students outside of school-sponsored events, except as participants in community activities

10. Sending or accompanying students on personal errands unrelated to any legitimate educational purpose

11. Transporting a student in a personal vehicle without prior authorization

12. Encouraging students to confide their personal or family problems and/or relationships

13. Disclosing personal, family, or other private matters to students or sharing personal secrets with students