

**2020-2021 DISTANCE LEARNING MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
RAVENSWOOD CITY SCHOOL DISTRICT AND RAVENSWOOD TEACHERS  
ASSOCIATION**

The Ravenswood City School District (“District”) and Ravenswood Teachers Association (“RTA”) agree to the terms of this “MOU” regarding school closures during the 2020-2021 school year in response to the COVID-19 pandemic.

Furthermore the parties recognize the need for an online Distance Learning program to start the 2020-2021 school year and prevent the spread of illness arising from COVID-19.

The District and RTA agree as follows:

**Section 1: DISTANCE LEARNING**

The District and RTA recognize the importance of maintaining safe learning opportunities for the benefit of students and communities served by the District and its certificated staff. For the purpose of this MOU, “Distance Learning” means instruction in which the student and instructor are in different locations.

1. Components of Distance Learning shall include:
  - a. Adherence to the requirements of Senate Bill 98 (SB 98) [[Link to SB 98 Full Text](#)]
  - b. Designated time(s) for small group instruction and/or office hours.
  - c. A combination of synchronous and asynchronous instruction.
  - d. Recognition of and time investment in Social Emotional Learning (SEL).
2. Synchronous Instruction shall be defined as a student or a group of students engaged in learning at the same time using technology that allows the teacher and student to connect in real-time to deliver:
  - a. Timely actionable feedback to students.
  - b. Direct instruction to students through video conferencing.
  - c. Teacher guided peer-to-peer learning.
  - d. Whole or small-group instruction.
  - e. Assessments.
3. Asynchronous Instruction shall be defined as:
  - a. Learning done on students’ own time or schedule.
  - b. Students working independently.
  - c. Self-guided instructional modules.
  - d. Pre-recorded lessons.
  - e. Discussion, emails or chats that aren’t happening in real time.

4. Unit members will be required to report to work for student materials preparation unless they have made a previous agreement with another unit member to prep their student materials. Unit members will share these agreements with their site administrator. After student materials are prepared, unit members shall have the option to work remotely (ig. From home) or to physically return to work at an RCSD building or facility in order to teach during Distance Learning. The District will provide face shields, face masks, gloves, and enforce social distancing during student materials preparation.
5. Each unit member will give their site administrator a schedule with which days/times they will be on campus or not on campus so that schools can follow the San Mateo County Health Guidelines. Once these schedules have been submitted, site administrators will develop a schedule for bathrooms and other shared spaces. If a teacher decides to alter their schedule, they need to give the site administration at least 48 hours notice.
6. No unit member shall be required to physically return to work at an RCSD building or facility until schools are physically reopened for all students, excluding time designated for student material preparation or as bargained in a separate document upon agreement by the parties.
7. Substitute educators and out-of-classroom certificated staff may be assigned to assist teachers with breakout instruction or other student support services as determined by the site administrator.
8. Classroom teachers shall adhere to the instructional minute minimums and requirements for synchronous/asynchronous instruction as communicated by the District and site administrators, appropriate to the grade level and time of year. Unit members will work the normal CBA contractual hours. The student school day schedule shall be at the discretion of the teacher in conjunction with site administration. This would be done to accommodate the homelife needs of the students, families, and unit members.

<b>Grade Level/Grade Span</b>	<b>Based on State Minimum Instructional Minutes Per Day (synchronous &amp; asynchronous instruction)</b>
TK & Kindergarten	180 min
1st-3rd Grade	230 min
4th-8th Grade	240 min

9. Teachers will be in regular communication with parents/guardians regarding Distance Learning, including but not limited to: facilitating their understanding as to when students will be engaging in synchronous learning, wellness checks, providing updates about

student academic progress, ensuring students have appropriate technology tools, etc., using communication platforms such as Infinite Campus, ParentSquare, etc.

10. In order to provide students and parents with consistency and avoid scheduling conflicts, unit members who are Non-Classroom Teachers shall create, share and follow a regular weekly schedule of services and office hours per week in collaboration with roster-carrying teachers. Unit members shall provide advance notification to students, parents, and supervisors if a change to the schedule becomes necessary.
11. Administrators shall be granted access to all virtual courses and web-conferencing sessions.
12. The District and RTA recognize that many members have children and family circumstances that may result in occasional unexpected interruptions to instruction. Unit members shall not be subject to discipline if and when instruction is occasionally interrupted by such circumstances.
13. The District shall not record live instruction by unit members without prior notice and consent.
14. Unit members shall participate in collaboration meetings (example grade level meeting, department meeting, etc.) at the direction of the site administrator. Each meeting shall be a maximum of one hour during the work day.

## **Section 2: SMART START**

The District and RTA recognize the importance of building relationships with students and families. For the purpose of this MOU, "Smart Start" means using regular school hours to build rapport with students and getting to know their families without teaching academic content.

1. Smart Start will begin August 26, 2020 and continue for the first week of school, ending on Tuesday, September 1, 2020 unless additional time is needed due to extenuating circumstances. Unit members shall ensure that all students and families have built positive rapport, practiced routines and procedures for logging into and using the District's learning management system and other district-approved applications, and have developed instructional routines as a strong foundation for instruction.
2. Per the RTA CBA, there are two days of Professional Development and two classroom preparation days prior to the first day of instruction.

### **Section 3: EVALUATION**

Unit members will be offered distance learning training and coaching to ensure that members understand strategies and evidence that will apply to the rubrics for the California Standards for the Teaching Profession (CSTP). Evaluators and unit members will identify how the CSTPs apply to the Distance Learning setting during the planning meeting. The site administrators should focus on evaluations for interns, probationary 1, and probationary 2 unit members before permanent unit members. Evaluation timelines outlined in the RTA CBA still apply.

### **Section 4: LEAVES AND BENEFITS**

The Families First Coronavirus Response Act (FFCRA or Act) requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020. (**\*SEE ATTACHMENT**)

### **Section 5: TECHNOLOGY SUPPORT**

Unit members who do not have equipment (e.g. laptop) that can be used for Distance Learning or contacting parents and students shall submit a help desk ticket.

If unit members choose to work remotely, they may take home instructional technology like document cameras, iPad, etc.

### **Section 6: SPECIAL EDUCATION**

1. Special Education teachers and related service providers will collaborate with their teammates around Smart Start, co-teaching models, push- in, small group instruction, lesson planning, and review of goals and objectives with guardians and/or students.
2. The District shall provide continued professional development for virtual delivery of services.
3. For Moderate/Severe classes and Resource classes, the schedules shall be comparable with the workday for other TK-8 teachers and students. Individual student and program needs will be addressed as required by the IEP to the best extent feasible.
4. Any services that can be provided effectively by the special education team online, including assessment, will be done so in that way.

5. In-person assessments will be conducted with PPE including face shields, face masks, and available gloves for unit members and students. These assessments will be conducted in a “clean room,” which includes separate desks and a plexiglass separator. These rooms will be used only once per day and will be cleaned after each use.

## **Section 7: NON-CLASSROOM EDUCATORS**

1. School Psychologists and Speech Language Pathologists will provide a combination of collaboration, consultation, and virtual services for students and families consistent with identified student needs, as identified on their IEP, with the privacy and safety guidelines of the District.
2. District Nurse, School Guidance Counselors, and School Social Worker will provide a combination of collaboration, consultation, and virtual services for students and families consistent with identified student needs with the privacy and safety guidelines of the District.
3. The District and RTA agree to meet at the request of either party to address methods and strategies for providing equitable and appropriate education for Emergent Bilinguals/English Learners (ELs) and Deaf and Hard of Hearing (DHH) students.
4. When providing special education related services in a virtual format, psychologists and therapists (SLP, OT/PT, APE, etc.) may group students based on similar goals and needs as identified in each student’s IEP, from various school sites, as appropriate, unless otherwise noted in the students’ IEP.
5. Non-Classroom Educators shall prioritize providing necessary direct services to students in a virtual/video format. If expected to participate in virtual video IEPs, 504s, SST, coaching, conferencing, and other related meetings that may exceed 5 hours of screen time in a day, they may utilize alternative methods to participate in these meetings, such as audio only. This section does not apply to professional development days.
6. Any home visits or visits made to care centers made by unit members during the period of school closure shall be on a voluntary basis and consistent with San Mateo County Department of Public Health guidelines. These visits would be voluntary and at the unit member’s discretion in consultation with the Site/District Administrator.

## **Section 8: PROFESSIONAL DEVELOPMENT**

1. The District shall endeavor to have future online or video professional development include captioning embedded in the video as required by law for those employees needing such accommodations.
2. Continued professional development shall be provided by the District for virtual delivery of instruction, Culturally Responsive Teaching (CRT), and transformative SEL (Social Emotional Learning).

## **Section 9: REOPENING TASK FORCE**

The parties agree to maintain a Reopening Task Force, with available representation from RTA equal to District representation, for the purposes of consulting on distance learning and hybrid learning models, including but not limited to:

1. School schedules
2. Technology
3. Distribution of materials and supplies
4. Grading policies
5. SEL support
6. Health and Safety
7. Assessments and Standardized Testing

The Task Force shall meet every other week, or as mutually deemed necessary by the Task Force, to collaboratively address matters related to distance and hybrid learning.

## **TERM OF AGREEMENT**

1. This non-precedent setting MOU shall be effective August 18, 2020 and expire on June 16, 2021, or when RCSD students physically return to RCSD schools for regular instruction, whichever occurs first. This MOU may be extended by the mutual agreement of the parties.
2. The parties agree to continue bargaining the impact and effects of an eventual physical return to on-site instruction that would be formalized in a separate document upon agreement by the parties. The parties will meet every 4-6 weeks to specifically discuss reopening schools.
3. All components of the current RCSD/RTA Collective Bargaining Agreement shall remain in full effect except for those provisions modified by the terms of this Agreement. The

parties acknowledge that certain terms of the Agreement may need to be implemented using electronic or remote platforms for the duration of the school closure when possible.

DocuSigned by:  
*Ronda White*  
RTA E3FFCAA43E... DATE

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*Andrea Reyna*  
RTA BF2BC59430... DATE

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*Nicole Sullivan*  
RTA E32385A45E... DATE

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*Melissa Brown*  
RTA D9695440C... DATE

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*Gina Sudaria*  
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*Toni Stone*  
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*Cynthia Chin*  
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# EMPLOYEE RIGHTS

## PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The **Families First Coronavirus Response Act (FFCRA or Act)** requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

### ► PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- ⅔ for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at ⅔ for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

### ► ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.*

### ► QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to **telework**, because the employee:

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;</li> <li>2. has been advised by a health care provider to self-quarantine related to COVID-19;</li> <li>3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;</li> <li>4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);</li> </ol> | <ol style="list-style-type: none"> <li>5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or</li> <li>6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.</li> </ol> |
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### ► ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



**WAGE AND HOUR DIVISION**  
UNITED STATES DEPARTMENT OF LABOR

For additional information  
or to file a complaint:  
**1-866-487-9243**  
TTY: 1-877-889-5627  
[dol.gov/agencies/whd](https://dol.gov/agencies/whd)

