

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE RIALTO UNIFIED SCHOOL DISTRICT
AND
COMMUNICATION WORKERS OF AMERICA LOCAL 9588

REOPENING THE DISTRICT FOR 2020-2021 SCHOOL YEAR
March 12, 2021

This memorandum of understanding is entered into between the Rialto Unified School District (District) and Communication Workers of America Local 9588 ("CWA") regarding returning to work for the 2020-2021 school year as related to Novel Coronavirus (COVID-19) pandemic.

The District and CWA recognize that schools are critical to daily life and that collaboration between local public health and education officials is the best means of determining and balancing competing concerns surrounding decisions for returning to work for the 2020-2021 school year. The District and CWA agree that returning to work/school will be based upon agreed models that phase towards a traditional school schedule.

To these ends, the District and CWA agree as follows:

- 1) The District shall provide CWA members with the requisite hardware and connectivity to deliver instruction via the distance learning model, if requested. CWA members shall request these items as soon as possible if needed, and the District shall provide remote technical assistance for setup and use. The District shall provide training to CWA members on how to use 'Google Classroom' or other programs if needed.

CWA members shall be held harmless for any inadvertent errors, technical faults, or misuse/abuse of the distance learning platform by students, and are expected to report any instances of student misuse/abuse to the site administrator as needed. (See Exhibit I).

- 2) The District will inform CWA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students utilizing District facilities. It is understood that privacy rights under HIPAA and CMIA will be maintained.

Unit members shall inform the Personnel Administration when they have been exposed to an individual who has tested positive, the unit member has been tested or has tested positive, for COVID-19 and shall follow the CDC guidelines to self-quarantine and to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing.

- 3) The District will continue to provide information on public hygiene, and sanitation to help minimize the spread of the virus and will ensure that its facilities have supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, gloves and hand sanitizer) to the extent such supplies are available.

Personal Protective Equipment (PPE)

- PPE must be worn by staff at all times while on District property.
- If an employee is working alone in a classroom workspace, mask use is optional. The moment another person enters the space the mask must be worn.
- One (1) disposable mask and one (1) reusable mask will be provided to every staff member when they report to work for the 2020-2021 work year. Additional masks will be provided as needed.

Temperature Checks

- Temperature checks will occur daily upon arrival at their worksite. There will be designated entry point(s) at each site. The entry point will be supervised by staff assigned to administer the temperature checks. If a temperature registers 100.4 or higher the individual will be asked to leave the premises and contact Personnel at (909) 820-7700 ext. 2400 for further direction.
- Staff must arrive and depart campus during the designated site schedule window and adhere to the site entry and exit plan.
- Staff will be responsible to take a daily self-assessment of symptoms.

Disinfecting

- Staff will disinfect their work space using disinfecting spray and towels. The District will supply appropriate cleaning and disinfection supplies.
- Custodians will disinfect high traffic/use areas based on a new daily COVID cleaning schedule.

Miscellaneous Essentials

- Notification of health & safety expectations posted at all entry areas to school campuses and district buildings.
 - Hand sanitizing stations at entry areas to school campuses and district buildings to the extent supplies are available.
- 4) In the event a CWA unit member is exposed to coronavirus or is taken ill with coronavirus, sick leave policies will be liberally construed to encourage such unit member not to infect others by coming to work.
 - 5) The parties agree that nothing herein limits the District's authority to exercise its emergency powers as established by law, the applicable collective bargaining contract, board policies, and administrative regulations.
 - 6) Compliance with further governmental orders: The parties recognize that the COVID-19 pandemic is evolving and so is governmental response. The parties will comply with further

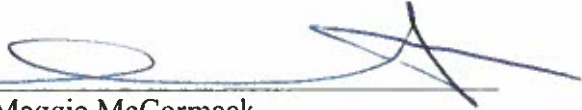
state or federal legislation or orders as they affect the terms and conditions of employment of bargaining-unit members, and will bargain as needed over the effects of such further directives.

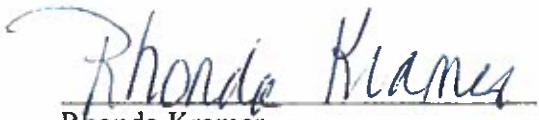
This Memorandum of Understanding is effective July 1, 2020, through June 30, 2021.

Dated this 12th day of March, 2021.

For the Association:


For the District:


Maggie McCormack
CWA President, Local 9588


Rhonda Kramer
Lead Personnel Agent


Ben Carrier
Executive Vice President, Local 9588


Teresa Hunter
CWA Area Vice President


Heather Estruch,
Chief Steward

**DISTANCE LEARNING – EXPECTATIONS
RIALTO UNIFIED SCHOOL DISTRICT
2020-2021 SCHOOL YEAR**

Digital Citizenship/Acceptable Use Policies

If and when a student displays behaviors that disrupt the environment of online learning, the following process should be followed:

1st violation – student given a warning and incident is documented in Teacher Notes. Remind student of Acceptable Use Policy and PBIS expectations.

2nd violation – parent is contacted by the teacher and notified of the disruption; incident and contact is documented in Teacher Notes. Remind parent of Acceptable Use Policy and PBIS expectations.

3rd violation – parent is contacted by the teacher and notified of the disruption; student will not be permitted to communicate in writing and/or by video for 24 hours; student can continue to submit assignments. Incident, contact and communication suspension is documented in Synergy and Teacher Notes. Site administrator is notified.

4th violation – teacher communicates incident to a site administrator. Parent is contacted and notified of the disruption by administrator. Student will not be permitted to communicate in writing and/or by video for 48 hours; student can continue to submit assignments. Incident, contact and communication suspension is documented in Synergy.

5th violation – teacher communicates incident to a site administrator. Parent is contacted and notified of the disruption by the administrator. Student is no longer allowed to communicate in any capacity online; student will only be allowed to submit assignments. Teacher may permit video communication with parent present. Incident, contact and consequences are documented in Synergy. From this point further, communication will only be conducted by the teacher to the parent (if necessary).

*Communication suspensions need to be the result of Education Code 48900 violations, such as disruptions (48900k), vulgarity/repeated profanity (48900L), harassment/threats (48900.4) etc.

**Depending on the incident, the severity may require acceleration of the consequences that are given to the student, including deactivating the student's account.

**RIALTO UNIFIED SCHOOL DISTRICT
and
COMMUNICATION WORKERS OF AMERICA LOCAL 9588
Tentative Agreement**

March 12, 2021

ARTICLE IX – PROTECTION AND SAFETY

Section 3 – Student Behavior and School Information

- A. A unit member may exercise, during performance of his/her duties, the same degree of physical control over a pupil that a parent would be legally privileged to exercise; but in no event shall it exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning. Under such circumstances, the unit member must act in a reasonable and prudent manner with mature judgment.
- B. The District shall encourage a substitute folder for each classroom **and virtual classroom**. The substitute folder shall be maintained by the teacher and the onsite administrator. The substitute folder should include, as necessary:
- Emergency Lesson Plans & Information
 - Current Bell Schedules – Regular, Minimum, Modified, Inclement Weather
 - School Map, Discipline procedures
 - List of Team/Buddy Teachers
 - Current Class Roster
 - List of elementary students exchanged during the day
 - Seating charts (with photos when available)
 - List of students with special needs, interventions, RSP, Music, Cafeteria Workers, Special testing, Speech, Adaptive PE, Medications
 - Whole class activities PE, Library, Assembly, Computer
 - Site phone lists and phone use instructions
 - Referral forms (low/high)
 - Name and Role of Aides in the classroom
 - Release process - bus, after school program, parent pick-up

ALL OTHER LANGUAGE WILL REMAIN THE SAME IN ARTICLE IX

APPENDIX A
SUBSTITUTE TEACHER SALARY INFORMATION
(Effective July 1, 2020)

Daily Rate

- 30 Day Substitute Permit \$150.00
- Credentialed Substitute \$170.00
- Special Education Substitute \$170.00

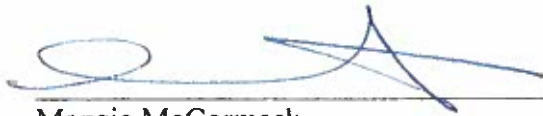
Long-Term Rate (more than 20 consecutive days, retro to the first day)

- 30 Day Substitute Permit \$165.00
- Credentialed Substitute \$186.00
- Special Education Substitute \$186.00

\$73.00 to attend District sponsored trainings outside of normal work hours

Dated this 12th day of March, 2021.

For the Association:



Maggie McCormack
CWA President, Local 9588

For the District:



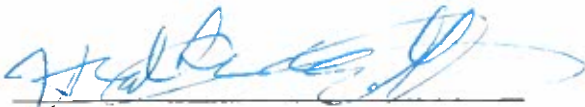
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