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## A RBTA NEGOTIATIONS BULLETIN TO TEACHERS

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July 20, 2020

### COVID MOU

The past two weeks have been quite eventful in regards to reopening schools here in California. As you may have seen, Governor Newsom announced on Friday that all schools in Los Angeles County, among 32 other counties, will be opening with distance learning only. Your Bargaining Team has met with the District three times during the past two weeks to develop a Memorandum of Understanding (MOU) to govern the reopening process and all issues surrounding COVID-19. The entire document is quite lengthy, but here are the highlights:

There are three possible models for instruction this year: 100% distance learning, a hybrid model, and 100% online learning. The decision to move between distance learning and the hybrid model will be made based on direction and guidance from the State of California, Los Angeles County Department of Health, and the Los Angeles County Office of Education. Based on that guidance, the RBUSD Board of Education could decide to move from distance learning to hybrid instruction should the conditions become safe enough.

100% Distance Learning Model: This is how we will be starting the school year. The district is maintaining the position that all bargaining unit members must work from their school or work site five days a week during distance learning. The Bargaining Team argued strongly against this, but the district would not negotiate, stating that our members are essential workers who could be directed to physically come to work. The district also affirmed that members may be granted accommodations based on medical conditions and child care issues. It is very important for members to begin this process with the Human Resources Department if you believe that you qualify for an accommodation.

The Distance Learning Model will be much more structured than what we used in the spring. It may involve either live or pre-recorded instruction, but teachers must meet live with all classes in order to take attendance daily or by period. The MOU contains sample schedules, but these may vary slightly at each school site.

Hybrid Model: This model consists of blending in-person and at-home learning. Students are divided into two groups, Cohort A and Cohort B, divided by alphabet to keep siblings together. Students will physically attend school in-person 2-3 days per week. Students participating in a Special Day Class program and special education co-teach classes will physically attend school in person 5 days per week, with an AM group and a PM group. The five-day workweek (Monday through Friday) for teachers under this Model shall include five (5) days of instruction at the work site. Students will be dismissed after picking up a to-go lunch. Teachers will engage in collaboration, preparation, and professional development from 1:15 pm or 1:30 pm (depending on level) until 3:00pm.

- For secondary teachers, students will attend Tuesday-Friday with Monday being reserved for distance learning and professional development.
- Elementary teachers will see students in person five days a week.

In the hybrid model, teachers will provide instruction for both students at home and those in school physically, but it does not need to be synchronous instruction. But teachers will be required to take attendance for all students daily or per period.

100% Full-time online learning Model: This model consists of 100% online learning and is completely virtual. Parents who select this option will be committing for the entire year and can only request to change to the hybrid model of instruction at the end of a trimester or semester, if classroom space is available. Online only teachers will use the SchoolsPLP platform for curriculum and assessments and will only provide original lessons as a supplement. 100% online teachers will use the South Bay Adult School as their work site.

- Class size limits for 100% online learning are 35 students in K-3, 45 for grades 4-5, and 180 total students for grades 6-12.

#### Other modifications to the Collective Bargaining Agreement

- Staff meetings may be held after contractual hours no more 2 one-hour meetings per month via Webex, and the principal will make every effort to provide an agenda in advance. In-person staff meetings may only be held if the District can ensure a minimum of six (6) feet of physical distance between all employees for the duration of the meeting, or guidelines given by LACDPH.
- Evaluations will continue during the 2020-21 school year. During the 100% Distance Learning Model, informal observations will be conducted at a mutually agreed upon time and day. Members who postponed their 2019-20 final evaluation shall complete their final evaluation no later than October 30, 2020. Those members who qualify for a deferral shall have up to an additional 30 work days from October 30, 2020 to submit the Request for Deferral Form.
- If you are exposed or test positive for COVID-19 and are required to quarantine, you are entitled to 10 days of leave based on FFCRA as well as the other leave provisions outlined in our contract. Unit members may also request an unpaid leave for the 2020-21 school year by **Friday, August 7.**
- The District shall ensure that all classrooms, restrooms, and workspaces are cleaned and disinfected prior to the start of each school day, 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. RBTA members shall assist with sanitizing their classroom, office, or work location after each class, break, and/or staff or student visitor. Sanitizing is defined as spraying District approved and supplied disinfectant without wiping, on classroom surfaces, such as desks, tables, chairs, shared materials and supplies between student groups, and leaving to dry for no less than 10 minutes. For the SDC classes, custodial staff will disinfect classrooms between the AM and PM cohorts.
- All staff and students shall wear face coverings, except for those granted exemptions provided by the LACDPH. Any student, other than those who have a valid exception, who refuses to wear a mask shall be denied entry to the school campus. The District shall provide disposable masks if a staff member or student does not have a face covering. The District will also provide other protective equipment, as outlined by the LACDPH, for work assignments, such as nurses, SDC teachers, and other service providers, which may include gloves, eye protection, and disposable gowns. If unit members need personal protective equipment for use in their classroom, in addition to the face covering, they may request it from their site administrator. The District shall follow the LACDPH physical distancing guidelines. This requirement may be altered only in accordance with LA County Department of Public Health guidelines.
- Members will use an app to self-screen for symptoms and submit results by 7:30 am. If a member shows symptoms or feels ill, they should immediately notify their supervisor (or designee) and request a substitute.

The reopening plans and models as well as the MOU will be presented to the Board of Education at their meeting on Tuesday, July 21. Members may submit comments on the topic ahead of time to [rgallegos@rbusd.org](mailto:rgallegos@rbusd.org) or may contact Board members directly to express their opinions.

We will be holding another RBTA Tele Town Hall on Thursday, July 23 at 3:00pm to discuss the MOU in detail and to go over the ratification process. Keep an eye out for an email with all the details and access information.

Throughout the negotiation process, the Bargaining Team has remained focused on ensuring the safety and rights of our members. It has been a difficult process, but we believe we are bringing forward the best possible agreement for all RBTA members. Please feel free to reach out with questions or concerns.

In solidarity,

Sarah Robinson, Chair  
Monica Joyce, RBTA President  
Rick Crump  
Merlan Land  
Laurel Wade  
Geoff Watts