

**MEMORANDUM OF UNDERSTANDING BETWEEN
TWIN RIVERS UNIFIED SCHOOL DISTRICT AND
TWIN RIVERS UNITED EDUCATORS
2020-2021
IN A COVID-19 ENVIRONMENT
Tentative Agreement 8/3/2020**

This Memorandum of Understanding (MOU) between the Twin Rivers Unified School District and the Twin Rivers United Educators sets forth the parties' agreed upon negotiated effects of District decisions regarding the 2020-2021 academic year in a COVID-19 environment. This MOU expires on June 30, 2021, but may be extended by mutual written agreement. Upon expiration of this MOU, all terms and conditions in the CBA shall be returned to the 2019-2020 status, prior to enacting this agreement, unless otherwise agreed to by the parties. This is a non-precedent setting agreement

INTRODUCTION

The Parties have a shared commitment in providing an educational program that supports the needs of all students while ensuring a safe learning environment for students and staff by following the guidelines established by both state and county health departments.

The District and certificated employees shall adhere to the COVID guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), the Sacramento County, and the Sacramento County Office of Education. The parties agree to negotiate the impacts and effects of any revisions to those guidelines.

The Parties reserve the right to present additional proposals and other items may still need to be presented and negotiated.

Continued education of our students during the 2020-2021 year will require flexibility given the impact of COVID-19 and the possible need to fluctuate between instructional models of instruction (virtual and in-person). To support this, a three phase instructional delivery model has been developed with input being gathered from the association, educators, administrators, and parents. The instructional model put into practice at individual sites and/or district-wide shall be triggered based on direction and guidance from the State of California, Sacramento County Department of Health and the Sacramento County Office of Education. With guidance from the Sacramento County Department of Health and the Sacramento County Office of Education, the 2020-2021 school year shall be reopened under the appropriate model given the guidance provided. The District shall immediately notify the Association if it becomes necessary to transition to a different phase.

Pay/Benefits:

While working under any of the three phases, bargaining unit members shall continue to receive their compensation and benefits owed them pursuant to the collective bargaining agreement and applicable laws and policies.

Paid Leave:

Unit members who are exposed or test positive for coronavirus within 14 days after a day that the employee performed in-person services, and are required to be quarantined and provide medical documentation shall be placed on paid leave, which shall not be deducted from the member's sick, personal, or extended illness leave.

Hot Spots

Bargaining unit members, upon request, shall be issued hot spots which will be returned to the District.

Elementary unit members shall have input into cohort creation (for phase 1 and phase 2) with principals making final decision.

Definitions:

The instructional models described below include the following language and are defined as:

1. Synchronous learning refers to a learning event in which a group of students are engaging in learning at the same time. This may be in person or virtually. Learning happens in real time.
2. Asynchronous learning is a general term used to describe forms of education, instruction, and learning that do not occur in the same place or at the same time. The term is most commonly applied to various forms of digital and online learning in which students learn from instruction—such as prerecorded video lessons or game-based learning tasks that students complete on their own—that is not being delivered in person or in real time. Yet asynchronous learning may also encompass a wide variety of instructional interactions, including email exchanges between teachers, and online discussion boards.

INSTRUCTIONAL MODEL PHASES**PHASE I: VIRTUAL LEARNING MODEL**

This model consists of all instruction occurring through remote/distant methods if a school site(s) or the entire district are under stay-at-home orders.

This phase is triggered when, in consultation with the Sacramento County Office of Education, the Sacramento County Department of Public Health, and California Department of Education, the District determines that a stay at home order is necessary for student safety.

Grades TK-6 and Secondary Student Schedules:**A. TK-6 Instructional Daily Schedule****1. Synchronous:**

Teachers will provide no less than 3 hours of synchronous instruction per day for a total of 15 hours per week which can include whole group, small group or a combination based on student needs through Zoom or Google Meet. As required under SB 98,

teachers will hold a daily morning meeting through Google meet or Zoom of no less than 20 minutes for all students on all school calendar days (180 days). Attendance will be taken in this meeting. Activities should be scheduled for the purposes of maintaining school connectedness, instruction, and progress monitoring. Integrated and designated ELD lessons will be taught as required by law. Designated ELD will be provided to students 20 minutes per day in groups or individually which may be included in the 3 hours of synchronous instruction per day. Lessons will be aligned to the district scope and sequence for essential standards and the SWUN pacing guides. VAPA teachers will provide a lesson once per week per assigned class through Zoom, not to exceed fifteen (15) hours per week.

2. Asynchronous:

All teachers will have a Google classroom that is accessible by the district. I-Ready will be assigned to include but not to exceed 45 to 60 minutes per week. Beyond the basic facts will be assigned daily. Additional assignments should be provided in social science, science, and PE. Teachers may use other web based apps through their TRUSD portal.

3. Each student not participating in synchronous learning, will be marked absent for the day.
4. If required by law, each teacher 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. The District and Association will collaborate on the weekly engagement record.
5. Teachers make initial contact to parents, via phone or zoom for all pupils who fail to engage in activities based on the weekly engagement record. If no contact can be made, the teacher shall immediately notify the appropriate school site contact in order to initiate tiered efforts to re-engage the student. Teachers may notify principal/designee if the contact information is not correct and will not be responsible for attaining correct contact information.

Initial contact to parents means once per grading period, not on a weekly basis for engagement purposes as defined above; this is not communication as defined in the CBA or as part of professional responsibilities and job descriptions.

B. Secondary Instructional Daily Schedule

1. Synchronous:

Teachers will provide no less than 3 hours of synchronous instruction per day for a total of 15 hours per week. Requirements under SB 98 shall be complied with, including: Attendance will be taken in each period. Activities should be scheduled to build student relationships. Instruction will be aligned to the district scope and sequence for essential standards and utilize district adopted curriculum as the base.

2. Asynchronous:

Requirements of SB 98 shall be complied with. All teachers will have a Google classroom that is accessible by the district. Content will include approved district resources and curriculum to include SWUN math in 7 and 8. BTBF should be assigned daily in 7 and 8. Teachers may use other web-based apps through their TRUSD portal.

3. If required by law, each teacher will 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 as required of instructional minutes.
4. Teachers will make initial contact, to parents of their first period class, via phone or zoom, for all pupils who fail to engage in activities based on the weekly engagement record. If no contact can be made, the teacher shall immediately notify the appropriate school site contact in order to initiate tiered efforts to re-engage the student. Teachers may notify principal or designee of incorrect contact information and will not be responsible for attaining correct contact information.

Initial contact to parents means once per grading period, not on a weekly basis for engagement purposes as defined above; this is not communication as defined in the CBA or as part of professional responsibilities and job descriptions.

C. RSP Schedules

Resource Specialists shall provide services in the general education setting (push in) through Google Classroom support for the general education teacher to the maximum extent possible, based on student need. RSP teachers will receive access to general education teachers' google classrooms. The support will be based on applicable IEP classroom accommodations/modifications and IEP goals. Small group and individual services may be executed via Zoom or Google Meet that do not interfere with core instruction that is being held by the general education teacher. Resource Specialists will provide consultation with parents and collaborate with related service providers as needed.

Hours of synchronous and asynchronous instruction will not exceed hours expected of general education teachers. Prep time will be no less than the general educator's prep time. Resource Specialists may schedule overdue and amendment IEPs during the first two weeks of school. Services will begin no later than the third week of school.

Special Education Assessments will be conducted to the greatest extent virtually; however, the District and the Association shall mutually agree regarding the need for physical presence for testing to comply with appropriate PPE and social distancing requirements. RSP teachers with appropriate accommodations through the Interactive Process may be excluded from in-person services.

If an RSP teacher is granted a reasonable accommodation to work remotely, the District will provide access to on-site or district location for a printer/scanner, ink cartridges, and paper to produce required reports, and IEP documentation.

RSP teachers with appropriate accommodations through the Interactive Process may be excluded from in-person services.

- D. SDC Schedules shall follow the daily schedule for general education classroom teachers at their grade band. Teachers will provide special education services and consultation with parents and collaborate with related service providers as needed. Hours of synchronous and asynchronous instruction will not exceed hours expected of general education teachers. Prep time will be no less than the general educator's prep time.

Special Education Assessments will be conducted to the greatest extent virtually; however, the District and the Association shall mutually agree regarding the need for physical presence for testing to comply with appropriate PPE and social distancing requirements. SDC teachers with appropriate accommodations through the Interactive Process may be excluded from in-person services.

If an SDC teacher is granted a reasonable accommodation to work remotely, the District will provide access to on-site or district location for a printer/scanner, ink cartridges, and paper to produce required reports, and IEP documentation.

SDC teachers with appropriate accommodations through the Interactive Process may be excluded from in-person services.

E. Early Childhood Education/Child Development

ECE Schedules shall follow the daily schedule for TK-6 general education classroom teachers. Hours of synchronous and asynchronous instruction will not exceed hours expected of TK-6 teachers. Prep time will be in accordance with the Collective Bargaining Agreement and current practice that includes at least 30 minutes of weekly prep to be delineated within their work day.

F. Service Providers

Service Providers (which includes speech and language pathologists, adapted physical education specialists, school psychologists, mental health therapists, vision specialists, occupational therapists, physical therapists and board certified behavior analysts) will provide special education services and consultation with staff and parents using a variety of different strategies. A combination of Synchronous and Asynchronous models may be used as determined appropriate by the IEP team in order to meet student goals. Service providers shall provide services in the virtual general education setting (push in) when possible. For small group and individual services required, these should be executed via the agreed upon District platform in individual or small group sessions on asynchronous days whenever possible. Sessions may be live or pre-recorded. Special Education Assessments will be conducted to the greatest extent virtually; however, the District and the Association shall mutually agree regarding the need for physical presence for testing to comply with appropriate PPE and social distancing

requirements. Services Providers with appropriate accommodations through the Interactive Process may be excluded from in-person services.

Service providers may use other web-based apps through their TRUSD portal.

If a service provider is granted a reasonable accommodation to work remotely, the District will provide access to on-site or district location for a printer/scanner, ink cartridges, and paper to produce required reports, IEP documentation, and counseling materials.

Hours of synchronous interaction will not exceed hours expected of general education teachers.

G. English Language Arts Lesson Design Teacher

To meet the curriculum lesson needs of the virtual and blended learning models, the English Language Arts Lesson Design teachers will be compensated at their daily rate of pay for additional days worked during their non-contracted days. (Effective July 1, 2020 – June 30, 2021). This work will be done virtually if feasible; however, at times physically reporting may be required for production of videos.

Miscellaneous Processes:

A. Staff Meetings/PLC/PD:

Staff meetings, PLCs, or PDs are held on Wednesdays via Zoom or Google Meets not to exceed 60 minutes.

PLC meetings held on Wednesdays a minimum of 2 times per month.

Counselor PD: In lieu of the August 12, 13, 14 professional development days, counselors may be required to perform master scheduling duties.

B. Instructional Program:

Google classroom will be the approved platform for teachers and required for all teachers. Zoom or Google Meet are the approved platforms for synchronous instruction.

District scope and sequence for essential standards should be adhered to utilizing district adopted materials.

C. Grades:

Assigned based on teacher discretion pursuant to the Education Code.

D. Professional Responsibilities:

Remain consistent with current contract language, applicable job descriptions, legal requirements and case law, and professional standards.

If requested and physical distancing provided, employees (except those who have accommodations through the Interactive Process) will report to their work location during the

virtual model of instruction to support with professional responsibilities; including, but not limited to distribution of instructional materials, start-up/close-out procedures, etc...

Prior to requesting employees report to their work location, the District shall provide prior notification and discussion with the Association. Decisions to have employees report physically to the school site/department will not be arbitrary and must have approval from the Associate Superintendent of School Leadership and the Chief Human Resources Official. Employees shall have two business days the need to report.

The intent of the paragraph above is to provide a consistent process for decisions on a bargaining unit member reporting to their work location for professional responsibilities when required, and in compliance with outlined safety protocols. If either party believes the intent of this section is violated, either party can request and the parties will negotiate modifications to the language.

- E. All bargaining unit members shall work from home and have the option to perform their instruction from their classrooms following notification and approval of the site principal. Teachers will not bring additional individuals to the school site when choosing to work from the site. Teachers will have the option, following social distancing guidelines, to meet with students and their families (one at a time), in order to establish a relationship and/or provide materials to them following notification and approval of the site principal.
- Classrooms and restrooms used by staff on campus shall be cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures.
 - The District shall provide sanitizer and soap in each classroom/workspace and shall provide disinfecting wipes for shared spaces (e.g. location of the copy machine).
 - While on district premises, bargaining unit members shall maintain recommended physical distancing and be required to wear a face mask.
 - Administrators will notify bargaining members if their regularly assigned workspace is going to be occupied (e.g. shared workspaces, cleaning) to provide additional spaces for physical distancing.
- F. **IEP Meetings:**
1. IEP meetings that are outside of the required timelines may be held on Wednesdays in order to mitigate the delays of the 2019-2020 school shutdowns.
 2. IEP meetings may also be conducted on Wednesdays to complete amendments that outline services as a result of COVID 19. In order to meet compliance deadlines created by COVID 19, IEP amendments may be conducted during the first two weeks during the school year.
 3. All other IEPs shall be scheduled as required by law or at a mutually agreed upon time and place that allows for parent participation as required by law and as part of the professional duties and current collective bargaining agreement. IEP meetings may be scheduled during the asynchronous portion of the school day.

G. Zoom/Video Recording:

Zoom or video lessons cannot be recorded by the District. Bargaining Unit members will be present during live instruction, and are not required to present a live image of themselves during the instruction and instead may utilize a screen share of the lesson or materials.

H. Prep Time:

Elementary teachers will receive 90 minutes prep per week. In addition, the 30 minutes of Asynchronous instruction time on Wednesdays will be used for parent contact and/or prep time.

Secondary teachers will receive 60 minutes prep on Wednesdays and prep aligned to the block scheduling.

Collective Bargaining Modifications:

The Parties recognize that the Virtual Learning Model of instruction may have negotiable impacts. As such, the Parties agree, that due to the COVID-19 pandemic and social distancing guidelines, it is necessary, to temporarily make the following modifications to the current contract during this learning model. All other current Collective Bargaining Agreement language remains applicable to employees absent modification below.

A. Article 4 WORK DAY/WORK YEAR:

In order to maintain consistency in schedule and instructional program for students, the regular bell schedule shall be maintained. Teachers and providers may be required, complying with social distancing and appropriate PPE, to report to provide services in-person as directed by the District in consultation with the Sacramento County Health Department and the Sacramento County Office of Education, with prior notification and consultation. Additional modifications to current contract language are:

4.1.1 *Add to current language:* If the scheduled conference day(s) fall(s) during the Virtual Learning Model, the elementary school teacher conferences shall be held virtually via an acceptable district platform or via a phone call.

4.2.1 *Add to current language regarding direct instructional minutes:*

The normal teaching assignment at Secondary Schools shall be the equivalent of five (5) teaching periods and one (1) period for preparation. For Elementary Schools on Monday, Tuesday, Thursday and Friday there shall be at least three hundred and twenty five (325) minutes per day of direct student instruction with the exception of K-8 schools which shall be at least three hundred and sixty (360) minutes for grades 7-8. For Elementary Schools on Monday, Tuesday, Thursday and Friday there shall be at least three hundred thirty two (332) minutes per day of direct student instruction with the exception of K-8 schools which shall be at least three hundred and seven (367) minutes for grades 7-8. In compliance with SB 98 instructional minute requirements, during the Virtual Learning Model the contractual required instructional minutes shall be comprised of direct whole group instruction, small group break-out sessions, and monitored independent work time in which the teacher is available to support students via acceptable platforms in accordance with each school site's Virtual

Learning Model schedule. Wednesday teacher schedule (180 minutes synchronous, 30 minutes lunch, 60 minutes PLC/PD/staff meeting while students are doing 60 minutes iReady/PE, 60 minutes prep) will promote and support parent communication, planning and preparing, professional development, collaboration, and staff meetings to support continued student learning.

B. Article 6 LEAVES

In addition to current contract language, parties agree to comply with all applicable enacted laws.

Employees who have a pre-existing medical condition as identified by the CDC, the California Department of Health or the Sacramento County Public Health Officer which makes them particularly vulnerable to life-threatening symptoms related to COVID-19 may request an accommodation through the interactive process. Each employee who is able and available to work shall be granted an assignment accommodation as identified and dependent on District need.

Accommodations may include, but are not limited to: the provision of personal protective equipment (PPE), heightened social distancing protocols, remote working, alternative work assignments (modified duty), alternative remote assignment, temporary reassignments (e.g., transfer distance learning, Independent Study, Home and Hospitals) and/or the possible use of accrued sick leave in addition to that provided through FFCRA. If the unit member is unable to accept all offered alternative assignments, the interactive process and Article 6: Leave of Absence Provisions of the CBA will be used to ensure all unit members will be granted any and all available leaves (permissive, FFCRA, FMLA), thus giving an opportunity other than unpaid leave or resignation. Requests for such accommodations will be considered on a case-by-case basis and only with supporting medical documentation from a medical provider.

This includes HR 6201 "Families First Coronavirus Response Act":

- Emergency Paid Sick Leave
This leave is applied in accordance with the requirements and conditions as set forth in the leave act as enacted.

This leave applies to employees who are able to work or telework regardless of length of service. Employee is provided up to 2 work weeks of additional paid sick leave to care for self or others due to COVID-19 related reasons to include quarantine, symptoms while seeking medical diagnosis, high risk medical condition (of employee only), or school/childcare closure for child under the age of 18.

This leave and its application expires on December 31, 2020 absent an extension by the legislature.

- Emergency Family and Medical Leave Expansion
This leave is applied in accordance with the requirements and conditions as set forth in the leave act as enacted.

This leave applies to employees who have been employed for at least 30 days and who are able to work or telework. Employee is provided up to 12 work weeks of paid leave to care for child if school or childcare provider is closed or unavailable due to COVID-19 related reasons. This does not add additional time on top of traditional FMLA..

This leave and its application expires on December 31, 2020 absent an extension by the legislature.

If a member uses sick leave pursuant to the CBA, all efforts shall be made to provide a substitute, and, if no substitute is provided, the unit member shall not be responsible for making up any synchronous work (e.g. zoom calls/google meet, live lessons). Members will be required to leave substitute plans consistent with his/her professional responsibility.

C. Article 10 EVALUATION

The period of time from the start of the school year through December 31, 2020 shall not be used to evaluate permanent bargaining unit members in order to allow time for bargaining unit members and administrators to adjust to a new model of instruction. The evaluation process shall begin on January 1, 2021, with all observations and final evaluations concluded by the designated end date in the CBA. The Parties agree to meet and discuss the evaluation process for the 2020-2021 school year as needed.

Probationary members shall be evaluated following the Regular evaluations as described in Article 10, including the following changes:

10.2.3 Formal Observation: An announced supervisory activity for the purpose of improvement of instruction and/or performance, consisting of a direct, in-classroom, formal witnessing of a Member's classroom activity by the Evaluator of no less than thirty minutes duration; however, if the visit is conducted via a virtual platform the duration may be reduced.

10.2.5 Visitation: A visit to a Member's classroom or worksite, including a virtual classroom, by an Evaluator. The District may perform visitations that are unscheduled and conducted with or without notice. Equitable methods for walkthroughs will be applied. A visitation for a formal observation shall be conducted with at least 24 hours notice.

D. Article 12 MEMBER SAFETY

The current collective bargaining agreement addresses safety of employees. Specific processes and procedures will be implemented as appropriate under the guidance of the State of California, Sacramento County Department of Public Health, and the Sacramento County Office of Education.

Jacquelyn Howard
TRUE, Lead Negotiator

Date



Gina Carreón
Chief Human Resources Official

8/3/2020

Date