MEMORANDUM OF UNDERSTANDING
Between Twin Rivers United Educators (TRUE) and
Twin Rivers Unified School District (TRUSD)

March 24, 2020
RE: COVID-19

This Memorandum of Understanding (MOU) is made between Twin Rivers United Educators (TRUE) and the Twin Rivers Unified School District ("District").

The District and Association are hereinafter collectively referred to as “the Parties.” The Parties have entered into this MOU to reflect the agreements reached regarding the response to the coronavirus (COVID-19) pandemic. Upon full execution, this MOU shall remain in effect for the duration of the COVID-19 pandemic and until Public Health has officially deemed the virus no longer a threat, but in no event later than June 30, 2020.

The Parties recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. The Parties recognize the importance of prudent measures to prevent employees, students, their families, or other people using facilities from being exposed to or infected with COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease.

Therefore, the Parties agree as follows:

TERMS:

Work Day/Year Modifications

The Parties agree that continuity of instruction is critical and provisions should be made for District employees who are impacted by the epidemic.

1. During a closure, certificated employees will be required to perform assigned work, unless otherwise instructed. Employees must make every effort possible to be reachable via email, phone call, or other communication platform, at all times during their regular work hours unless there are extenuating circumstances.

2. Employees shall communicate the hours of availability to the parents/guardians of their students and shall respond within 24 hours. Employees may also provide appropriate services, including but not limited to, educational materials curricula content, and/or consultations.
3. "Distance Learning" Defined: Until the District has determined that employees may resume to regular performance of duties--as long as their services are not otherwise required as Disaster Service Workers, the District wishes to allow teachers and students to engage in a unique education delivery model (Distance Learning) that will provide teachers an alternative method of delivering instructions that does not require them to physically report to work and ensure that students are able to continue learning with minimal interruption.

   a. Staff may be developing lessons to be delivered via a new modality.
   b. Virtual participation in and/or completion of required job duties; i.e. report cards, IEP/504 meetings, etc... will continue.

4. “Distance Learning” will be implemented in the following phases to support all students; including our English Learners and Special Education students:

   a. Virtual Office Hours:
      i. Staff shall be available for two hours Monday-Friday via email, phone, or other communication platform. Staff shall notify parent/guardian and/or student and administrator of the office hour times. On days that staff, Professional Development, or PLC meetings are scheduled, staff virtual hours shall be reduced by one hour.
   b. Virtual Office Hours plus Planning Time:
      i. Staff will receive time to prepare lessons and resources using existing District approved instructional platforms--supported by district technology--suitable for Distance Learning. If a staff member struggles with remote Internet access, they will contact their Principal, and the district will work to support them with temporary remote access.
      ii. Staff will use currently existing District approved instructional platforms suitable for Distance Learning, and will not be expected to employ additional platforms through the end of the school year. The standard platform for the District is through Google, however, programs such as Class Dojo and others used by teachers as their primary platform are acceptable.
      iii. Staff may, but will not be required to provide technological support to students/families.
   c. Virtual Office Hours plus Piloting of Lessons
   d. Distance Learning

5. Staff may collaborate as necessary and appropriate while they are engaged in Distance Learning. It is expected that collaboration meetings will be conducted in a manner that adheres to Center Disease Control, Sacramento County Public Health, and state guidelines. Staff shall login to approved platform for scheduled Professional Development, PLC and/or staff meeting, not to exceed one hour per week. Staff meetings will be scheduled with two
days of advanced notice. Should there be a need for an emergency staff meeting, the District and TRUE shall communicate and consider an alternative timeline.

6. Distance learning activities provided to students shall include enrichment, engagement, and review. The activities provided will not require summative assessments or grading. In addition, students will be held “harmless”, and will not receive a lesser grade than their current grade as a result of engaging in Distance Learning during this unprecedented time. This aligns with the State Superintendent of Public Instruction’s recent statements that assessments should not be used during this time as a summative measure, but rather as a formative measure to gauge instruction and where students need support. Students will, however, be able to earn a higher grade as a result of engaging in Distance Learning, and if appropriate, may be assigned Edgenuity as an option for credit recovery.

7. School Psychologists and Speech Therapists may provide appointments to students for social emotional and speech language needs when possible. Any appointments scheduled can be conducted virtually or by other communication platform. When appropriate, related Service Providers (speech and language therapists) may prepare distance learning activities that can be completed at home.

8. Counselors may provide appointments to students for academic counseling when possible. These appointments or conversations may be conducted via email, phone call or other communication platform.

9. Programs Specialists: Will be available to support special education case managers, provide consultation and legal guidance, and be available virtually for meetings, consultation, and training to parents, family and administration.

10. Additional requirements for special education may be added when federal guidance regarding timeline requirements for IEP’s and assessments are made available. Resource specialists may choose between preparing lessons and resources using existing district approved instructional platforms or provide accommodations/ modifications to general education teachers’ lessons.

Employee Wages and Leave Provisions:

11. Employee compensation and benefits shall not be reduced as a result of the emergency school closures due to the COVID-19 pandemic.

12. The Parties agree that all current adopted leave policies will remain in full effect for the duration of the COVID-19 pandemic. The following shall be in effect for the duration of the pandemic:
   a. If an Association bargaining unit member is unavailable or unable to perform assigned work for personal or medical reasons, the bargaining unit member shall follow the District’s appropriate leave request procedures.
b. Association bargaining unit members shall inform the District when they have been exposed to an individual who 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. Unit members who are exposed to the coronavirus and are required to be quarantined or who self-quarantine shall be placed on paid leave, which shall not be deducted from the member’s sick, personal, or extended illness leave.

c. During a closure, pre-approved sick leave shall continue to be used as originally planned and the Association bargaining unit member will not be expected to perform work.

d. Any member on a pre-approved leave shall be eligible to return to work, as long as they provide a doctor’s note releasing them to return to work and there is a position available for which the employee meets the requirements.

e. Notwithstanding the foregoing, the Parties agree to permit use of any additional paid leave provided by federal or state government, during the pendency of the declared COVID-19 national and state emergency.

13. The district shall make hotspots (wireless local/area network) available to any member that makes a request within a reasonable time, when they are available. The District shall work with any member who may have internet connection issues to find another means of internet access and to help support communication and distance learning.

Evaluation and Discipline:

14. Evaluations will be paused (unless final formal observation has already taken place) for the duration of any school closure related to COVID-19 (modified or otherwise). It is understood that Association bargaining unit members may be developing lessons to be delivered via a new modality.

15. Association bargaining unit members shall not be evaluated based on the “quality” of those lessons or instruction during the COVID-19 pandemic.

16. Employees shall not be disciplined based on the quality of those lessons or instruction during the COVID-19 pandemic.

Miscellaneous Provisions:

17. The Association and the District will support efforts to maintain funding under any applicable laws during a closure of any District facility due to the COVID-19 pandemic.

18. The Parties will negotiate instructional make-up days and the effects of any state mandate.
19. All closed schools and worksites will be decontaminated in accordance with Cal/OSHA COVID-19 guidelines before staff or students return.

20. The Parties understand the COVID-19 pandemic situation is very fluid and mutually agree to review the provisions of this MOU and make any necessary changes consistent with local, state, and federal mandates. The Parties agree to meet and negotiate other negotiable items or effects if needed and required, including changes to specialty groups.

21. This is a non-precedent setting agreement.

FOR THE DISTRICT:          FOR THE ASSOCIATION:
March __, 2020               March __, 2020

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Gina Carreón, Associate Superintendent   Rebecca LeDoux, TRUE President