

MEMORANDUM OF UNDERSTANDING BETWEEN
TWIN RIVERS UNIFIED SCHOOL DISTRICT AND
TWIN RIVERS UNITED EDUCATORS
2020-2021
IN A COVID-19 ENVIRONMENT
TRUE Counter Proposal 3/2/2021
4:15pm

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 and 2021-2022 academic years in a COVID-19 environment. This MOU expires on ~~June 30~~ **December 31, 2021 2022**, but may be extended by mutual written agreement. **Parties agree to negotiate the impacts of any new negotiable subjects.** 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 and the current Collective Bargaining Agreement remains in effect absent modification below. The Parties recognize that guidance evolves and may require that the Parties meet to negotiate the impacts of these changes.

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 and 2021-2022 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 the approval, direction, and/or 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.

The Parties agree that the following timeline for return, will be implemented if the District meets the criteria for return as established by County and State guidance:

- **March 22-26, 2021: Transition Week**
All Certificated employees shall return on-site and conduct distance learning from the classroom. During this week, Asynchronous learning shall be reduced to SB 98 minutes.

This additional time from the reduction in Asynchronous minutes shall be used to prepare classrooms for student return.

During the transition week, certificated employees shall use the phase I distance learning schedule.

- **April 6, 2021:**

TK-6 Grades: Hybrid in-person instruction begins.

7-8 Grades: Hybrid schedule and MOU are applicable for one week prior to beginning hybrid in-person instruction. However, until students are allowed to return per guidance, the in-person instruction shall be held via Zoom on site.

9-12 Grades: Hybrid schedule and MOU are applicable for one week prior to beginning hybrid in-person instruction. However, until students are allowed to return per guidance, the in-person instruction shall be held via Zoom on site.

- **7-12 Grade:** Hybrid in-person instruction shall begin following County and State guidance.

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.

On-Salary Schedule Compensation

- 1% on-salary schedule compensation beginning July 1, 2021 (in addition to the September 2020 negotiated 2% salary increase).

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.

Cohort Creation

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

The Memorandum of Understanding (MOU) dated August 3, 2020 and any subsequent MOUs agreed to by the Parties for Phase I are hereby incorporated into this MOU unless specifically modified below.

PHASE II: Hybrid/Blended Learning Model

This model is a combination of phase I virtual learning model and phase III traditional learning model. This phase may be implemented in compliance with guidance and or approval issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), Sacramento County Department of Public Health, and/or the Sacramento County Office of Education, the District determines that by implementing social distancing and safety practice, as outlined by the County Department of Public Health, that in-person instruction can occur with any combination of student groups and/or grade levels. The ability for a teacher to maintain six feet of separation between student workspaces, between educator and student workspaces, and between employee workspaces will be provided.

The District will provide a two week notice prior to transitioning from a Phase I to a Phase II.

The first 5 instructional days of phase two will be focused on teaching students in cohorts A and B safety procedures and routines while in person.

Grades TK-6 Teacher Schedule

School Bell Schedule Minute Comparison			
Regular Bell Schedule (Instructional Minutes Reporting)			
Before School per CBA	20		
Instructional Minutes per CBA	332		
Recess	40		
Lunch	30		
Regular Bell Schedule Total Minutes	422		
Hybrid Teacher Schedule Minutes			
M,T,R,F Schedule	Proposal	Wed Schedule	Proposal
Before School	20	Before School	20
Synchronous In-Person Supervised Dismissal	161 166	Morning Meeting	30
10			
Lunch	30	Lunch	30
Synchronous Zoom	161 166	Office Hours Intensive	90
Prep	40	Intervention Groups	40
		Staff Meeting/PLC	60
Hybrid Total Minutes	422	Prep	152
		Hybrid Total Minutes	422

Minutes	Monday	Tuesday	Wednesday	Thursday	Friday
Morning 166 161 minutes	Cohort A in-person instruction	Cohort A in-person instruction	30 Minute Morning Meeting	Cohort B in-person instruction	Cohort B in-person instruction
Supervised Dismissal	10 minutes	10 minutes	Lunch 30 minutes	10 minutes	10 minutes
Lunch 30	Lunch 30 minutes	Lunch 30 minutes	Staff Meeting/PLC 60 minutes	Lunch 30 minutes	Lunch 30 minutes
Prep 40	Teacher Prep	Teacher Prep		Teacher Prep	Teacher Prep
Afternoon 166 161 minutes	Cohort B & C Synchronous instruction via Zoom	Cohort B & C Synchronous instruction via Zoom	Intensive Intervention Groups 40 minutes Teacher Prep 152 minutes	Cohort A & C Synchronous instruction via Zoom	Cohort A & C Synchronous instruction via Zoom
Student Asynchronous Time	74-84-79	74-84-79	210	74-84-79	74-84-79
Teacher Prep Time	30-40	30-40	152 (except one time per month)	30-40	30-40
Office Hours			90 minutes		
Total Asynchronous and Synchronous Student Time	240	240	240	240	240

Grades TK-6 Student Schedules and Key Concepts:

- A. Student Schedules: Students will attend in 2 cohorts to allow for social distancing. Both cohorts will attend for the standard instructional minutes outlined in the collective bargaining agreement.
 - 1. Cohort A: Monday/Tuesday Cohort
 - a. Attend in-person Monday and Tuesday in the A.M. and will complete asynchronous in the P.M.; and
 - b. Attend Synchronous in the PM on Thursday and Friday through Zoom and asynchronous in the AM.
 - c. Teachers will provide direct instruction and structured guided practice utilizing the essential standards scope and sequence and the SWUN math pacing guides for ELA and math.

- i. District adopted or supplemental curriculum and district endorsed programs shall be assigned during the asynchronous day through Google Classroom.
- ii. Integrated and designated ELD lessons will be taught as required by law.
- iii. VAPA will be provided via Zoom ~~or in-person~~.
- iv. PE lessons will be provided asynchronously.
- v. Teachers, with Administrator input, will identify the students and content taught during Intensive Intervention Groups. Administrators may provide suggestions about content and students.

2. Cohort B: Thursday/Friday Cohort

- a. Attend in-person Thursday and Friday in the A.M. and will complete asynchronous in the P.M.; and
- b. Attend Synchronous in the P.M. through Zoom on Monday and Tuesday and asynchronous in the A.M.
- c. Teachers will provide direct instruction and structured guided practice utilizing the essential standards scope and sequence and the SWUN math pacing guides for ELA and math.
 - i. District adopted or supplemental curriculum and district endorsed programs shall be assigned during the asynchronous day through Google Classroom.
 - ii. Integrated and designated ELD lessons will be taught as required by law.
 - iii. VAPA will be provided via Zoom ~~or in-person~~.
 - iv. PE lessons will be provided asynchronously.
 - v. Teachers, with Administrator input, will identify the students and content taught during Intensive Intervention Groups. Administrators may provide suggestions about content and students.

3. Cohort C: Synchronous Instruction via Zoom Cohort

- a. Attend Synchronous through Zoom in the P.M. on Monday, Tuesday, Thursday and Friday. Attend Asynchronous in the A.M. on Monday, Tuesday, Thursday and Friday.
- b. Teachers will provide direct instruction and structured guided practice utilizing the essential standards scope and sequence and the SWUN math pacing guides for ELA and math.
 - i. District adopted or supplemental curriculum and district endorsed programs shall be assigned during the asynchronous day through Google Classroom.
 - ii. Integrated and designated ELD lessons will be taught as required by law.

- iii. VAPA will be provided via Zoom.
- iv. PE lessons will be provided asynchronously.
- v. Teachers, with Administrator input, will identify the students and content taught during Intensive Intervention Groups. Administrators may provide suggestions about content and students.

B. RSP

1. Four days a week, Resource Specialists shall provide services in the general education setting (push-in) by holding small groups within the classroom during the zoom synchronous teacher schedule utilizing appropriate social distancing and/or providing appropriate accommodations through Google Classroom. In addition, services can be provided in the classroom when feasible and the following condition is met:
 - a. Social distancing of 6 feet apart can be maintained.
2. The support will be based on applicable IEP classroom accommodations/modifications and IEP goals.
3. Resource Specialists may also hold small group sessions via Zoom during asynchronous time.
4. Resource Specialists will provide virtual consultation with parents and collaborate with related service providers as needed.
5. The first two Wednesday's of phase 2 shall be dedicated to contacting parents, revising/updating Emergency Plans/IEP's, in addition to their office hours. All updated Emergency Plans/IEPs shall be uploaded on SEIS and copies submitted to the Special Education Department to be placed in the students' permanent file by the end of the second week back. IEPs due during the two weeks time must be held according to the law.
6. RSP teachers may use Wednesdays equal to 322 minutes to schedule testing, with the exception of Staff Meeting/PLC and Intensive Intervention Groups (110 minutes).

C. SDC (ED/MS/AUT/ESCE/ MM)

Teachers will provide instruction and services ~~4 days a week~~ in person utilizing the ~~standard~~ same bell/cohort schedule as general education teachers with Wednesday Asynchronous schedule for cleaning for grades TK-6.

The first two Wednesday's of phase 2 shall be dedicated to contacting parents, revising/updating Emergency Plans/IEP's, in addition to their office hours. All updated Emergency Plans/IEPs shall be uploaded on SEIS and copies submitted to the Special Education Department to be placed in the students' permanent file by the end of the second week back. IEPs due during the two weeks time must be held according to the law.

SDC teachers may use Wednesdays equal to 322 minutes to schedule testing, with the exception of Staff Meeting/PLC and Intensive Intervention Groups (110 minutes).

D. Attendance

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.

E. Early Childhood Education/Child Development

Student Schedules Attached Appendix A:

- Early Head Start Schedule
- Head Start Schedule
- Full Day Pre School Schedule
- Part Day Pre School Schedule

The parties will meet to negotiate ECE schedules and working conditions of ECE members.

Secondary Teacher Schedule

Secondary 7/8 School Bell Schedule Minute Comparison	
Sample Regular Bell Schedule	
Before School	20
1 ST PERIOD	53
PASSING BELL	4
2 ND PERIOD	53
PASSING BELL	4
3 RD PERIOD	53
PASSING BELL	4
4 TH PERIOD (A)	53
2 ND LUNCH (A)	30
PASSING BELL	4
ADVISORY	25
PASSING BELL	4
5 TH PERIOD	53
PASSING BELL	4
6 TH PERIOD	53

TOTAL = 417 Minutes

Hybrid Schedule Minutes

M,T,R,F Schedule	Proposal	Wed Schedule	Proposal
Before School	20	Before School	20
Synchronous In-Person	156	Morning Meeting	50
Passing Periods (2 at 9 minutes each)	18	Morning Meeting Prep	10
Lunch	30	Lunch	30
Prep	37 32	Office Hours	90
Synchronous Zoom	156	Staff Meeting/PLC	60
Prep (104 minutes 2 days/week included in synchronous above)		Prep	157
Passing periods 2 at 2 minutes each	4	<i>Hybrid Total Minutes</i>	<i>417</i>
<i>Hybrid Total Minutes</i>	<i>417</i>		

7th – 8th Grade Schedule

Minutes	Monday	Tuesday	Wednesday	Thursday	Friday
174 Minutes	Cohort A in-person Periods 1/3/5 52 minutes per period plus 9 minute passing period	Cohort A in-person Periods 2/4/6 52 minutes per period plus 9 minute passing period	Periods 1-6 Attendance 60 minutes Zoom 10 minutes per period	Cohort B in-person Periods 1/3/5 52 minutes per period plus 9 minute passing period	Cohort B in-person Periods 2/4/6 52 minutes per period plus 9 minute passing period
30 minutes	Lunch	Lunch	Lunch	Lunch	Lunch
Prep	37 32	37 32		37 32	37 32
30 102 minutes 2 times a week during synchronous	Prep dependent on schedule	Prep dependent on schedule	Prep	Prep dependent on schedule	Prep dependent on schedule

183 156 Minutes Plus 4 minutes for passing periods (2 minutes 2 times) for total of 160	Cohort B & C Zoom Periods 1/3/5 52 minutes per period	Cohort B & C Zoom Periods 2/4/6 52 minutes per period	Staff Meeting/ PLC 60 minutes Teacher Prep 157 minutes One-time per month SWUN Coaching of 150 minutes replaces prep	Cohort A & C Zoom Periods 1/3/5 52 minutes per period	Cohort A & C Zoom Periods 2/4/6 52 minutes per period
Student Asynchrono us Time	84	84	180	84	84
Teacher Prep Time	104 minutes dependent on synchronous schedule		157	104 minutes dependent on synchronous schedule	
	37 -32	37 -32		37 -32	37 -32
Office Hours			90 minutes		
Total Asynchrono us and Synchronous Student Time	240	240	240	240	240

Secondary 9-12 School Bell Schedule Minute Comparison	
Sample Regular Bell Schedule	
Before School	20
1ST PERIOD	67
PASSING BELL	7
2ND PERIOD	59
PASSING BELL	7
3RD PERIOD	59
PASSING BELL	7
4TH PERIOD (A)	59
2ND LUNCH (A)	30
PASSING BELL	7
ADVISORY	59
PASSING BELL	7
5TH PERIOD	59
TOTAL = 447 minutes	

Hybrid Schedule Minutes			
M, T, R, F Schedule	Proposal	Wed Schedule	Proposal
Before School	20	Before School	20
Synchronous In-Person	180	Morning Meeting	50
Passing Periods (2 at 9 minutes each)	18	Morning Meeting Prep	10
Lunch	30	Lunch	30
Prep	18 14	Office Hours	90
Synchronous Zoom	180	Staff Meeting/PLC	60
Prep (120 minutes 2 days/week included in synchronous above)			
Passing periods 2 at 2 minutes each	4	Prep	186
<i>Hybrid Total Minutes</i>	<i>446</i>	<i>Hybrid Total Minutes</i>	<i>446</i>

9 th – 12 th Grade Schedule					
Minutes	Monday	Tuesday	Wednesday	Thursday	Friday
198 Minutes	Cohort A in-person Periods 1/3/5	Cohort A in-person Periods 2/4/6	Periods 1-6 Attendance 60 minutes	Cohort B in-person Periods 1/3/5	Cohort B in-person Periods 2/4/6

	60 minutes per period Plus 18 minutes passing periods	60 minutes per period Plus 18 minutes passing periods	10 minutes per period Zoom	60 minutes per period Plus 18 minutes passing periods	60 minutes per period Plus 18 minutes passing periods
30 Minutes	Lunch	Lunch	Lunch	Lunch	Lunch
Prep	18-14	18-14		18-14	18-14
30 120 minutes 2 times a week during Synchronous	Prep dependent on schedule 120 minutes		Prep	Prep dependent on schedule 120 minutes	
180 Minutes plus 2 passing periods at 2 minutes each =4 minutes	Cohort B & C Zoom Periods 1/3/5 60 minutes per period	Cohort B & C Zoom Periods 2/4/6 60 minutes per period	Staff Meeting/ PLC 60 minutes Teacher Prep 157 186 minutes	Cohort A & C Zoom Periods 1/3/5 60 minutes per period	Cohort A & C Zoom Periods 2/4/6 60 minutes per period
Student Asynchronous Time	60	60	60	60	60
Teacher Total Prep Time	Total = 120 minutes- dependent on synchronous schedule		186 minutes	Total = 120 minutes- dependent on synchronous schedule	
	18-14	18-14		18-14	18-14
Office Hours			90 minutes		
Total Synchronous and Asynchronous Student Time	240	240	240	240	240

Secondary Student Schedules and Key Concepts:

Student Schedules: Students will attend in two cohorts for an alternating Block Schedule.

- 1. Cohort A:
 - a. Attendance will be taken in through Zoom and in-person for both cohorts of students.

- b. Teachers will provide direct instruction and structured guided practice on the days students report utilizing the essential standards, scope and sequence and the pacing guides.
 - c. Independent practice and standard mastery and review should be provided during asynchronous instruction through Google Classroom.
 - d. Integrated and designated ELD as required by law.
2. Cohort B:
- a. Attendance will be taken ~~in~~ through Zoom and in-person for both cohorts of students.
 - b. Teachers will provide direct instruction and structured guided practice on the days students report utilizing the essential standards, scope and sequence and the pacing guides.
 - c. Independent practice and standard mastery and review should be provided during asynchronous instruction through Google Classroom.
 - d. Integrated and designated ELD as required by law.
3. Cohort C:
- a. Attendance will be taken via Zoom.
 - b. Teachers will provide direct instruction and structured guided practice utilizing the essential standards, scope and sequence and the pacing guides.
 - c. Independent practice and standard mastery and review should be provided during asynchronous instruction through Google Classroom.
 - d. Integrated and designated ELD as required by law.

B. RSP Teachers

RSP teachers will receive access to general education teacher's google classrooms to provide appropriate accommodations to teacher lessons. RSP teachers should align instructional supports to student goals and assignments in the general education setting during curriculum support. Teachers shall hold curriculum support classes according to the general education schedule.

Monitoring periods should happen via zoom or within the classroom when 6 feet social distancing can be maintained.

Resource Specialists will provide virtual consultation with parents and collaborate with related service providers as needed.

The first two Wednesday's of phase 2 shall be dedicated to contacting parents, revising/updating Emergency Plans/IEP's, in addition to their office hours. All updated Emergency Plans/IEPs shall be uploaded on SEIS and copies submitted to the Special Education Department to be placed in the students' permanent file by the end of the

second week back. IEPs due during the two week time must be held according to the law.

RSP teachers may use Wednesdays, with the exception of Staff Meeting/PLC time, to schedule testing.

C. SDC/ED/MS/MM/Adult Transition

Teachers will provide instruction and services ~~4 days a week~~ in person utilizing the ~~standard~~ same bell schedule/cohort as general education teachers ~~with Wednesday Asynchronous schedule for cleaning~~ for grades 7-12.

The first two Wednesday's of phase 2 shall be dedicated to contacting parents, revising/updating Emergency Plans/IEP's, in addition to their office hours. All updated Emergency Plans/IEPs shall be uploaded on SEIS and copies submitted to the Special Education Department to be placed in the students' permanent file by the end of the second week back. IEPs due during the two week time must be held according to the law.

SDC teachers may use Wednesdays, with the exception of Staff Meeting/PLC time to schedule testing.

D. Attendance:

Initial contact to parents means once per grading period, for one class (teachers shall contact their first period class unless they have prep and then they will contact their second 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.

SPECIALTY GROUPS:

A. Service Providers

1. Service Providers (which includes speech and language pathologists, adapted physical education specialists, school psychologists, mental health therapists, occupational therapists, vision specialists, physical therapists and board certified behavior analysts) will provide special education services and consultation with staff and parents using a variety of different strategies.
2. Service providers will continue to have access to a designated testing room that follows Sac County Public Health guidelines such as maintaining at least 6 feet of physical distancing between assessor and student, a ventilated room, and access to PPE supplies. Testing room will need to be separate from service provider's workspace if safety guidelines cannot be met in their workspace.
3. A combination of in-person and online platforms based on an individual student's needs will be used.

4. Service providers shall provide services in the general education setting (push in remotely or through Zoom) in accordance with county guidelines. 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 times whenever possible. Sessions may be live or pre-recorded. Some individual in-person pull-out services may be required based on individual students' needs.
5. Service providers shall be provided a face shield with a drape with social distancing being maintained or clear face mask if social distancing cannot be maintained.

B. Special Education Assessments may be conducted to the greatest extent virtually; however, when in-person portions of the assessments are essential the assessor will conduct in-person testing following the Phase 1 Assessment Guidelines. If students are not made available during asynchronous time (including Wednesdays) the assessor may conduct testing sessions during synchronous time.

1. When unable to complete during the asynchronous time, students may be pulled for in person assessment from their classrooms during their synchronous in person instruction.

C. The first two Wednesdays of Phase II shall be dedicated to contacting parents, revising/updating Emergency Plans/IEPs in addition to Office Hours. All updated Emergency Plans/IEPs shall be uploaded on SEIS and copies submitted to the Special Education Department to be placed in the students' permanent file by the end of the second week back. IEPs due during the two weeks time must be held according to the law.

D. The bargaining unit members with shared workspaces shall be provided a socially distanced workspace with appropriate ventilation MERV-16 or HEPA filter or shall be allowed to work remotely.

E. Nurses

1. School Nurses will report five days a week and work as itinerant support to their assigned sites.
2. School Nurses will perform the essential functions of their positions as designated in their job description (See attached job description).
3. School nurses will support contact tracing from their school site and or/district facility. School nurses will be provided additional support and schedule adjustment as needed to allow for contact tracing. The parties will meet to discuss workload and distribution issues as needed, including additional support (e.g. health aides, LVN's...etc.).

4. School nurses can volunteer for after-hours contact tracing support and will be compensated for any approved hours on the weekend or after daily duty hours in this role.

Miscellaneous Processes for all Grade Levels:

A. Staff Meetings/PLC:

Staff meetings or PLCs or PDs are held on Wednesdays not to exceed 60 minutes via Zoom or Google Meets if social distancing cannot be met for in-person meetings.

District Departmental Staff Meetings for Service Providers, such as Nurses, Speech and Language, and School Psychologists will be held once per month not to exceed 120 minutes. The 60 minutes of missed prep time shall be made up on the following Wednesday.

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

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 including synchronous and asynchronous performance. Credit can include participation in assigned activities and should not be interpreted as assignments requiring a letter grade.

D. Professional Responsibilities:

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

E. ~~Breakfast/Lunch:~~

Breakfast:

Unless impacts are negotiated, members are not responsible for supervising breakfast in the classroom during the instructional day.

Lunch:

All unit members are entitled to at least a 30 minute duty free lunch. Any interruption to a unit members duty free lunch shall result in the member being given an additional duty free amount of time equivalent to the interruption as soon as possible on the same day.

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. 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.
3. All IEP's shall be scheduled virtually unless legally required to hold in person.

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 on Zoom during the instruction and instead may utilize a screen share of the lesson or materials.

H. Prep Time:

Elementary teachers:

- See Schedule Above
- Prep time missed as a result of holiday/day off, employee absence, or professional development will not be made up.

Secondary teachers:

- See schedule above
- The parties recognize that secondary teachers on a block schedule may miss prep time as result of a holiday/day off. As a result, secondary teachers shall be compensated at their hourly rate.

1. Office Hours: This time shall be used, in addition to professional responsibilities, for additional parent contact, student drop in support, service provider consultation,

student assessments, and other activities to directly support students and communication with parents.

- J. Attendance shall be taken of students who are virtually and physically present in class (synchronous instruction).

Per SB 98, LEAs are required to “document daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided.” Daily participation is defined to include: (1) evidence of participation in online activities (including completing assignments and assessments) or (2) contact between the LEA and the pupil or parent/guardian. Students not engaged in daily participation must be marked absent. A template will be used that meets California Department of Education requirements.

K. CHILDCARE

The District shall post on the district website any known childcare options for staff working as essential workers. Educators are entitled to any available leave for which they qualify in the event they are unable to return.

- M. With the exception of “transition week”, all bargaining unit members have the option to work remotely from home during zoom synchronous instruction. Bargaining unit members are still responsible for being on time to afternoon zooms. The following process shall be used if an issue develops with the attendance for afternoon Zoom meetings.

- a. First Time: Administrator will notify member in writing of concern.
- b. Second Time: Member will be directed to report/remain on-site for the Zoom instruction.

- N. When a substitute cannot be provided student cohort groups will not be split into other bargaining unit member classes. The district may utilize non-classroom teachers when substitutes cannot be secured.

O. Modifications to Cohorts:

- a. New Students: Newly enrolled students shall be limited to distance learning for at least one cohort rotation to allow for orientation, proper safety protocol procedures, and maintain consistency.
- b. Change in Cohort Request:
 - Cohort A to B or B to A: request will be accommodated one time;
 - Cohort C to A/B:
 - Parent Request;

- Dependent on spacing guidelines and class size;
 - Change effective next cohort rotation
 - Cohort A/B to C:
 - Parent Request;
 - Dependent on Class Size
- c. The District will follow state and local guidance in effect for students who do not comply with safety protocols. Currently, this guideline is a parent and/or student who refuses to have a student comply with safety protocols (e.g. wearing masks and maintain social distancing), unless exempted from requirement, will be required to participate through distance learning rather than in-person, until such time that the student complies with the requirement or state/county guidelines change in relation to this requirement.

P. With the exception of “Transition Week”, all bargaining unit members have the option to work remotely from home on Wednesdays to allow for cleaning and sanitization. Bargaining unit members are still responsible for being on time to zoom meeting. The following process shall be used if an issue develops with the attendance for Zoom meetings.

- a. First Time: Administrator will notify member in writing of concern.
- b. Second Time: Member will be directed to report/remain on-site for the Zoom instruction.

Q. Specialty Group Application of Miscellaneous Provisions All Grade Levels A-M:

- a. Dual Language Immersion Teachers: all miscellaneous process apply
- b. ECE: B, C, D, E, F, G, J, K, L, M miscellaneous processes apply
- c. TOSA/Program Specialist/Lesson Design Teachers: D, E, L
- d. MTSS/PBIS: A, D, E, L
- e. Teacher Librarian: 9-12 schedule and miscellaneous processes for all grade levels apply
- f. Counselor: A, D, E, L miscellaneous processes apply

Collective Bargaining Contract Modifications:

The Parties recognize that the Hybrid/Hybrid/Blended Learning Model of instruction may have negotiable impacts. As such, the Parties agree to 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:

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

During the hybrid instructional model the following minutes will be adjusted according to the schedules above.

Teachers will be on campus 4-5 days a week for the professional workday based on schedule. Certificated employees shall be available during the regular work day whether working in-person or remotely.

Wednesday Schedule (See above)

4.2.2 When the Hybrid/Blended Learning Model of instruction is implemented the schedule and current CBA language shall be modified as described in the elementary and secondary student schedules. The following language is modified according to those schedules. Certificated employees shall be available during the regular work day whether working in-person or remotely.

4.2.8 Adjunct duties that are required to maintain student safety and instructional supports will be required; other adjunct duties will be suspended for the remainder of 2020-2021. Site Leadership teams will meet and confer to determine applicable adjunct duties during Phase 2. For the remainder of the 2020-2021 year, adjunct duty allocation will be prorated proportionate with the length of time left in the 2020-2021 year.

4.2.10 Assignment to More than One School:

Members assigned to more than one (1) school per day shall be reimbursed for the mileage traveled between the first school and the second assigned school at the current IRS approved rate per mile. If a Member is assigned an additional free period in consideration of travel, the additional free period shall serve as full and complete compensation for all travel expense. The above language does not apply to Members who are assigned to more than one (1) school per day, but are providing those services virtually.

4.3 Preparation Time: See Schedules Above

4.6.1 Members who accept a 6th period assignment may be assigned students from various school sites based on enrollment numbers and needs.

B. Article 6 LEAVES

Members may elect to use leaves pursuant to the CBA. In addition to current contract language, parties agree to comply with all applicable enacted laws.

Unit members who are exposed, in accordance with Sacramento County Department of Public Health guidelines, 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.

The following leave provisions apply:

Unit members who are exposed, in accordance with Sacramento County Department of Public Health guidelines, 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.

Emergency Paid Sick Leave

Employees may utilize the 2 work weeks of additional paid sick leave to care for self due to COVID-19 related reasons to include quarantine or symptoms while seeking medical diagnosis for onsite exposure.

Work Remotely if Required to Quarantine due to Exposure

Should an employee be required to quarantine (due to exposure or symptoms) or isolate (due to a positive Coronavirus test) within 14 days after a day that the employee performed in person services, the employee may request to perform work remotely if their job duties may be completed virtually and they are well enough to do so. If the employee's supervisor approves the request for remote work, the days the employee completes remote work will not be deducted from the 2 work weeks of additional paid sick leave.

If new legislation is enacted which provides for additional leave, this language will be replaced by the legislatively enacted language.

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/**asynchronous** work (e.g. zoom calls/google meet, live lessons). Members will be required to leave substitute plans consistent with his/her professional responsibility, as member health and safety conditions allow.

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 available 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 any available 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. The District will have 88 virtual assignment positions. Individuals who have submitted to be accommodated through the interactive process by November 10, 2020, or **by the time a tentative agreement is reached** and are determined to qualify for a virtual assignment accommodation will be prioritized for these assignments. The parties agree that Article 8.4.1.2.1 does not apply to these positions and the District may fill the positions through the interactive process. The process and decisions for employees engaging through the interactive process are not subject to the grievance process.

C. ARTICLE 7 CLASS SIZE

Class size of each in-person cohort is ~~determined by the district~~ based on room space and ability to provide appropriate social distancing of at least 6 feet ~~or~~ and other safety precautions. Combined cohort size shall not exceed class sizes provided in the Collective Bargaining Agreement including those with payment for overages. When instruction that is typically conducted in open spaces moves to a classroom due to inclement weather or other necessity, the appropriate social distancing of at least 6 feet and other safety precautions will apply.

Dependent on staffing needs, some teachers may be assigned to a virtual teaching assignment. Class sizes shall be modified for these teachers as described below:

- TK-12: per the Collective Bargaining Agreement, including applicable overages.

D. ARTICLE 8 ASSIGNMENTS, REASSIGNMENTS AND TRANSFERS

The parties recognize the need for accommodations of teaching assignments and parent election of a virtual learning model for their student(s) during this unprecedented time given individual circumstances. To support this the District will have 88 virtual positions. The positions shall be filled in the following order:

1. Reassignment at the school site for individuals who have submitted to be accommodated through the interactive process, and are determined to qualify for a virtual assignment accommodation.
2. Individuals through the interactive process who were not placed during reassignment.
3. The parties agree that Article 8.4.1.2.1 does not apply to these positions.

Individuals who are transferred under this section shall be returned to the employee's original school site for the 2021-2022 year. The involuntary transfer process will then be conducted per Article 8 of the CBA.

The Reassignments will be effective January 19, 2021 or as soon as student schedule changes take effect.

E. 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.

1. Probationary members shall be evaluated following the Regular evaluations as described in Article 10, including the following changes:
2. **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. With the exception of probationary and temporary teachers, member's being evaluated shall choose whether they want their formal observation to be during the in-person instruction or zoom instruction.
3. **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. The Evaluator will announce themselves when entering a zoom classroom via the chat feature in Zoom.

Equitable methods for walkthroughs will be applied. A visitation for a formal observation shall be conducted with at least 24 hours notice.

F. ARTICLE 12

MEMBER SAFETY

Safety Procedures: The District recognizes the importance of implementation of additional and/or specific safety practices consistent with guidance from the State of California, Sacramento County Department of Public Health, and the Sacramento County Office of Education. The following outlines safety practices and procedures being implemented based on guidance from these agencies:

1. Daily Health screening, testing, notification, and contact tracing:

The District shall require that all employees and visitors are checked for symptoms daily, including the completion of a passive screener questionnaire including when working from home. The district will strongly encourage parent/guardian to perform symptom checks prior to sending student to school, and keep students home who have any symptoms consistent with COVID-19.

All classrooms and office spaces will be stocked with a thermometer. Visitors with any symptoms consistent with COVID-19 shall not be allowed on campus. Staff and students with any symptom consistent with COVID-19 or who have had close contact with a person with COVID-19 should be sent home or sent to an isolation a sick symptom room on site pending travel home.

Unless required by Ed Code, Special Education services or CA Law, visitors, including parents and/or guardians shall not be allowed in the classroom. Visitors and support staff shall only be allowed in classrooms if social distancing of at least six (6) feet can be maintained between all staff and students.

Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing in conjunction with the Sacramento County Public Health department officials. All persons who may have come in contact with the infected individual shall be notified in accordance with County Health direction and privacy laws.

Unit members who are exposed, in accordance with Sacramento County Department of Public Health guidelines, 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.

The District shall notify the Association President when a case has been confirmed on a school site in accordance with privacy laws.

2. COVID 19 Testing:

All bargaining unit members shall be provided the opportunity for free, district or free county offered COVID testing.

The District shall post on the District webpage a list of available testing sites, including those offered on school site/district locations if available, on a monthly basis.

3. Periodic COVID Screening and Testing shall be provided in accordance with applicable guidance and requirements. In addition:

- a. TRUSD shall encourage 100% of staff, per week, to get tested either through the employee's primary care physician, the TRUSD COVID testing site, County offered testing sites, or a community testing site.
- b. In addition, employees will complete the daily passive screener to support the safety of all employees.
- c. As additional requirements are implemented, the district will comply with the requirements and meet to negotiate any impacts with the association.

4. Reporting

The District will follow AB 685 for reporting. In addition, the District will maintain the Dashboard it currently has on the District webpage.

5. Trainings:

- All employees will be required to complete the following trainings related to COVID 19:
 - Hour Zero
 - Safety Protocol video

6. Personal Protective Equipment (PPE) or Essential Protective Gear (EPG):

- a. The District shall provide, require and strictly enforce the use of a face covering or "mask" or a disposable 3-ply surgical mask or "mask" in accordance with federal, state, and local guidelines in effect for employees, students, and visitors.
- b. The District will provide two cloth facial coverings ("masks") and employees will wear in accordance with federal, state, and local guidelines in effect. Face shields with drapes and/or clear mask may be provided if needed based on position and/or medical documentation and following CDC guidelines if social distancing can be maintained; if social distancing cannot be maintained clear mask will be provided. Disposable masks will be provided for the day to staff and students

who do not have a cloth mask. The District will replace damaged or severely worn masks.

- c. For bargaining unit members that cannot maintain 6 feet of social distancing at all times (e.g. pre-k, service providers, mod severe sped teachers, etc...) due to the nature of their job (toileting, feeding, and hand over hand instruction physical guidance, etc...) or have students with moderate to severe disabilities and/or have students that are exempt from masks shall be provided full PPE as recommended by applicable guidance.

7. Hand sanitizer/soap: The District shall comply with the following hand washing logistical requirements:

- a) Every room with a sink shall be stocked with soap, hand sanitizer and paper towels;
- b) Every classroom ~~without a sink~~ shall be provided hand sanitizer;
- c) Non-classroom workspaces shall be provided hand sanitizer;
- d) All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day.

8. Daily cleaning and disinfecting – The District shall ensure that all classrooms, common spaces, restrooms, hallways, and workspaces are cleaned and disinfected at least according to the District COVID-enhanced cleaning schedule (Cleaning Schedule) daily, between class sessions, and between cohorts 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.

For each non-classroom work area, common space, and classroom, a cleaning form will be posted for sign-off at the completion of a cleaning. Unit members will notify the principal if the checklist is not available or incomplete; however, failure to notify will not be grounds for discipline. Upon notification, a site administrator will take appropriate steps to have the area in question cleaned to minimize interruption to schedules.

In addition, within each cohort where students move to another class and teacher, a passing period will be allocated with enough time for high touch (e.g. student desk, faucet) surfaces to be cleaned. These high touch surfaces may be cleaned by certificated staff and/or students as a part of their Routine Hygiene Practice each day, but these routines shall not replace daily cleaning and disinfecting to be done by custodial staff.

9. Signage shall be visible for students, employees, and visitors on best practices for handwashing and the use of hand sanitizer. Students and employees will be provided education on this topic.
10. HVAC – The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to the maximum capacity that an individual HVAC unit can handle without damage. Dampers will be closed if air quality is poor.

Air filters shall be MERV-13 or higher and changed at the recommended intervals.

Portables and/or other rooms without adequate central HVAC and windows or doors that open directly to the outside, shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room.

Each classroom not already equipped, shall have sensors installed to monitor potential ventilation problems by April 15, 2021.

G. Miscellaneous Provisions:

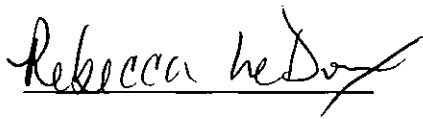
- a. All components of the current Collective Bargaining Agreement between the Association and the District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.
- b. The Parties agree to meet regularly to address implementing this MOU and to monitor the impact on members' working conditions.
- c. In the event the State of California deems alternative requirements for schools in response to COVID-19, the Parties agree to immediately initiate negotiations on the impacts.

PHASE III: TRADITIONAL LEARNING MODEL

This model consists of our traditional instructional model of education that existed pre-COVID-19.

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 students may return to in-person instruction. Once this determination is made, students and staff will return immediately.

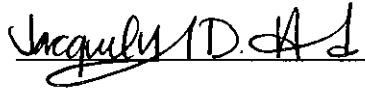
The entirety of the current Collective Bargaining Agreement is applicable during this phase. However, during the 2020-2021 year should circumstances result in reverting or remaining in the Virtual or Focus Group/Hybrid/Blended Learning Model phases, the applicable language agreed to above shall apply.



Rebecca LeDoux
TRUE President



Gina Carreon
Chief Human Resources Official



Jackie Howard
TRUE Lead Negotiator