

Tahoe Truckee Unified School District

Tahoe Truckee Education Association

Memorandum of Understanding

Regarding the COVID Pandemic and Distance Learning

2020-2021 School Year

August 12, 2020

The Tahoe Truckee Unified School District (“District”) and the Tahoe Truckee Education Association (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus COVID-19 and the provision of distance learning during the 2020-2021 school year.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students. The mutual goal is to do no harm to students and staff while providing the best possible learning opportunities for students. This agreement only applies to the temporary effects due to COVID-19 in 2020-2021 and shall not be precedent setting for future contract negotiations.

The Parties acknowledge that based on state and local public health officials recommendations the 2020/2021 school year will start in distance learning to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year.

The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement (“CBA”) not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) *California Government Codes 3540 et seq.* apply and remain in effect.

TTUSD will implement Distance Learning through the end of September 2020. Direction as to what learning model the district will implement starting in October, 2020, and going forward, will be reviewed the last week in September, and monthly after that. The parties agree to bargain the impacts of a decision to return to in person (hybrid or regular) learning based upon direction from Placer and Nevada County Public Health Officers and the California Department of Public Health.

The Parties agree to the following:

2.0 ADHERENCE TO HEALTH GUIDELINES AND ORDERS

2.1 The District shall abide by all legal mandates and make reasonable efforts to follow the COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), California Department of Industrial Relations Division of Occupational Safety and Health (“Cal-OSHA”), and Placer and Nevada County Public Health departments.

2.2 Where there is a conflict between the various guidelines or orders, the District will make reasonable efforts to adhere to the most restrictive guidelines or orders in order to minimize potential health and safety risks for all unit members, students, and their families.

2.3 The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines in section 2.1.

3.0 PERSONAL PROTECTIVE EQUIPMENT (“PPE”)

3.1 The District shall provide PPE to all unit members for when unit members are required to report to school sites. The District will issue up to two cloth face coverings per unit member and will also provide extra face coverings at sites/departments for emergency use.

3.2 In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.

Face Covering Requirements

3.3 Face coverings are required to be worn properly at all times by all individuals on a school campus indoors or outdoors in common areas. All students in grades 3-12 are required to wear masks. Students in grades TK-2 are highly recommended to wear masks.

3.3.1 Face coverings shall not be required for students or staff if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist. The need for a specific student shall be communicated with all staff.

3.4 For unit members and students who cannot wear a mask according to section 3.3, face shields with neck drapes tucked into the shirt shall be used. Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus.

Hand Washing Requirements

3.5 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.

3.6 All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering district sites and every time a classroom is entered.

3.7 The District shall comply with the following hand washing requirements:

3.7.1 Every room with a sink shall be stocked with soap, paper towels and medically effective hand sanitizer.

3.7.2 Every classroom shall be provided medically effective hand sanitizer.

3.7.3 Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.

3.7.4 Hand sanitizer or portable hand washing stations will be accessible at various locations around each school campus.

3.7.5 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed and prior to the beginning of each day that staff or students are on campus.

4.0 MEETINGS AND GATHERINGS

4.1 All meetings, to the extent possible, will be held virtually during the pandemic when distance learning is being offered (including but not limited to, staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, parent meetings, and parent-teacher conferences). All unit members shall be allowed to attend meetings virtually.

4.2 Large in-person gatherings (i.e. school assemblies) are prohibited.

4.3 During Distance Learning, annual school events such as Back-To-School Night/Open House and Promotion/Graduation ceremonies may be postponed or held virtually.

4.4 Notwithstanding section 4.1, all other provisions of the CBA regarding meetings apply.

5.0 INSTRUCTIONAL MINUTES

5.1. Instructional minutes shall not exceed the amounts in Article 4.1.1 of the CBA. It is understood that instructional minutes include a variety of instructional modalities, including independent practice, and this article is not meant to imply that all students are in-front of their screen in face to face online contact with unit members for the entire time.

5.2 Individual school site schedules will be made in consultation with site-leadership teams. Schedules once completed will be appended to this MOU.

6.0 Contracted Work Day

6.1 Unit members are expected to work and be available during their normal contracted work hours and work days as defined by section 5.2 and 7.2.

6.2 In addition, sites may schedule 3 hours of virtual staff meetings or PLCs per month, per the CBA.

7.0 DISTANCE LEARNING INSTRUCTION AND PROCEDURES

The Parties agree to comply with Senate Bill 98 generally and specifically Education Code sections 43500, 43503 and 43504, as it relates to distance learning. Accordingly, distance learning shall include the following minimum components:

(a) Provision of access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work.

(b) Content

(c) Academic and other supports designed to address the needs of pupils who are performing below grade level, or need support in other areas.

(d) Special education, related services, and any other services required by a student's individualized education program.

(e) Designated and integrated instruction in English language development.

(f) Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness.

(g) Documented daily participation for each student on each school day. Daily participation is defined to include:

(i) Evidence of participation in online activities (including completing assignment and assessments) or

(ii) Contact between the District and the student or parent/guardian. Students not engaged in daily participation must be marked absent.

(h) Each teacher shall ensure that a weekly engagement record is completed for each student, documenting synchronous and asynchronous instruction for each whole or partial day of distance learning, verifying daily participation and tracking assignments.

(i) Pursuant to Senate Bill 98, the District will develop a written procedure for tiered reengagement strategies for all students who are absent from distance learning for more than three school days or 60 percent of the instructional days in a school week. Certificated staff will be expected to implement the tiered reengagement strategies.

Additionally TTUSD and TTEA agree to the following:

7.1 Unit members may work from home or from their school sites.

7.1.1 Unit members who choose to work from their home shall be responsible for the following:

7.1.1.1 Sufficient technology and space to teach effectively with student confidentiality maintained.

7.1.1.2 A work space that allows the unit member to fulfill the responsibilities of their job.

7.1.1.3 Maintaining work hours that are consistent with their site schedule. (See 5.2, 6.1, and 7.2).

7.2 All teachers will provide synchronous (supplemented by asynchronous) instruction and content for each instructional period throughout the school day. The lesson design and type of instruction provided shall be at the discretion of the classroom teacher using district adopted curriculum in collaboration with site administration. Teachers are strongly encouraged to record the direct instruction for each subject area (elementary) and/or course (secondary) and make them available for students who miss the live instruction (asynchronous). If direct instruction is not recorded, the teacher will provide a clear overview of the lesson and access to lesson materials/requirements to students and parents in compliance with sections 7.8, 7.11, 7.14.4, 7.14.6, 7.15.2, 7.15.7, 7.16.2, 7.16.7, 8.1 and 8.2.

7.3 Teachers shall be provided full access to district adopted instructional materials and resources.

7.4 Teachers should continue to utilize technology embedded instruction and build on key learnings from previous distance teaching and learning experience.

7.5 Social Emotional Learning (SEL) training and resources shall be provided to teachers in order to integrate SEL strategies into daily lessons.

7.6 Grading during distance learning will follow the District's regular standards and practices at all grade levels.

7.7 The primary online learning platform requirements shall be:

7.8.1 Grades TK-2: SeeSaw

7.8.2 Grades 3-12: Google Classroom

7.8 The teacher of record will document daily student attendance via Aeries and in collaboration with site administration, create a system to track and intervene on non-participating/absent students.

7.9 Teachers, in collaboration with site administration, will implement intervention procedures for reengaging students who are absent for more than 60% of instruction per week and follow regular school attendance procedures for students who do not respond to interventions.

7.10 Teachers will regularly communicate with parents and guardians regarding a pupil's academic progress using regular communication practices.

7.11 Unit Members will provide academic or other necessary supports (live 1:1, small group, referrals to counseling, etc.) for SWD, EL, RFEP, GATE or students not meeting course/grade level standards.

7.14 Elementary Schools

7.14.1 Specials (enrichment classes) will be offered virtually according to school distance learning schedules.

7.14.2 To increase student access and participation in enrichment classes, enrichment teachers will be given access to the classroom teacher's distance learning platform (See Saw/ Google, etc.). Rather than each enrichment teacher having their own google classroom or SeeSaw they would have access as a co-teacher with the general education teachers.

7.14.3 Confirm that students have computer, internet access and any other instructional resources that ensure access to teaching and learning and if support is needed, will notify the school principal for follow up.

7.14.4 Distance learning instructional strategies and activities(technology and/or prepared work packets) shall be designed to "provide a level of quality and intellectual challenge substantially equivalent to in-person instruction."

7.14.5 Instructional content shall be focused and "aligned to grade level/course (priority standards," including a learning target for each lesson, and live instruction according to the site schedule in ELA and math in order to achieve the goal of a guaranteed and viable program (curriculum, instruction, pacing, and progress monitoring).

7.14.6 Frequency of small group meetings and 1:1 meetings shall be based on student academic needs.

7.14.7 The teacher of record shall hold on line synchronous morning meetings in order to maintain and build safe, supportive, collaborative classroom culture and effective instruction in every classroom. This may include morning routines, overview of daily schedule and assignments, social-emotional learning check-in. The morning routine/overview of daily schedule and assignments are strongly encouraged to be recorded for asynchronous review by students and parents.

7.14.8 Office Hours: Goal of maximizing learning through responsive instruction, re-teaching, and relationships. "Office hours" are defined at the elementary level as teachers being available to students and parents during the work day during non-instructional time.

7.14.9 If physical instructional materials are necessary to send home to students, teachers are responsible for preparing such instructional materials 7.9.9.1. Teachers will coordinate with librarians and administration for distribution of such materials.

7.15 Middle Schools

Each middle school teacher shall:

7.15.1 Confirm that students have computer, internet access and any other instructional resources that ensure access to teaching and learning and if support is needed, will notify the school principal for follow-up.

7.15.2 Distance learning instructional strategies and activities (technology and/or prepared work packets) shall be designed to "provide a level of quality and intellectual challenge substantially equivalent to in-person instruction."

7.15.3 Instructional content shall be focused and "aligned to grade level/course (priority standards)". There should be a daily learning target for each course to achieve the goal of a guaranteed and viable program (curriculum, instruction, pacing, and progress monitoring.)

7.15.4 Provide daily live interaction for each class period with peers for purposes of instruction, progress monitoring, and maintaining school connectedness.

7.15.5 Site schedules will be determined as in 5.2. Teachers shall follow the site's distance learning schedule.

7.15.6 Create and communicate a consistent schedule that includes regular office hours.

7.15.7 Provide live individual check in meetings with students as needed, and practicable.

7.15.8 Teach students how to successfully navigate distance learning - digital literacy, self-regulation, and responsibility.

7.16 High School

Each high school teacher shall:

7.16.1 Confirm that students have computer, internet access and any other instructional resources that ensure access to teaching and learning and if support is needed, will notify the school principal for follow-up.

7.16.2 Distance learning instructional strategies and activities (technology and/or prepared work packets) shall be designed to “provide a level of quality and intellectual challenge substantially equivalent to in-person instruction.”

7.16.3 Instructional content shall be focused and “aligned to grade level/course (priority standards”. There should be a daily learning target for each course to achieve the goal of a guaranteed and viable program (curriculum, instruction, pacing, and progress monitoring.)

7.16.4 Provide daily live interaction for each class period with peers for purposes of instruction, progress monitoring, and maintaining school connectedness.

7.16.5 Site schedules will be determined as in 5.2. Teachers shall follow the site’s distance learning schedule.

7.16.6 Create and communicate a consistent schedule that includes regular office hours.

7.16.7 Provide live individual check in meetings with students as needed, and practicable.

7.16.8 Teachers will follow site agreements around Google Classroom for consistency.

7.16.9 Teach students how to successfully navigate distance learning - digital literacy, self-regulation, and responsibility.

7.16.10 Grading will return to normal, A through F, including the D.

8.0 SUPPORT SERVICES

In compliance with SB 98 the District shall provide the following academic and other supports designed to address the needs of pupils:

8.1 Students with IEPs, 504s, EL/RFEP designations must continue to receive legally obligated services. (Resource, ELD, mental health, monitoring, etc)

8.2 All students at-risk academically, especially unduplicated pupils, must continue to receive targeted support and instruction.

8.3 Students designated as GATE must receive supports designed to address their needs.

8.4 Counseling and wellness services will be provided for all students as needed.

9.0 SUBSTITUTE COVERAGE

9.1 In the event a virtual class is without a teacher or a substitute teacher, the school site administrator will seek volunteers from the bargaining unit to provide any necessary instructional minutes to students, to provide interaction, or to assist students as needed. A unit member assigned to full-time distance learning may volunteer to temporarily cover the additional workload so long as the work can still be provided within their regular workday described in the CBA. Any bargaining unit members that provide substitute coverage for distance learning class, shall be paid according to Article 13.17 of the CBA.

9.2 Each teacher shall provide three days of emergency substitute plans to their site administrator.

10.0 DAYS AND HOURS

Classroom Preparation Days

10.1 Bargaining unit members will be provided one day prior to the start of school for individual preparation time per Article 4.5.5. All other student non-attendance days prior to the opening of school will be used for professional development, site/district collaboration and staff meetings.

Adjunct Duties, Committee Assignments, or Extra Duty Work

10.2 Adjunct duties, committee assignments, or extra-duty positions will be scheduled in a virtual setting as necessary and reasonable.

2020-2021 Academic Calendar

10.3 The Parties agree to meet immediately to review and revise the current 2020-2021 school year calendar to schedule all necessary days based on the academic instructional model(s) used, including all student free days, classroom preparation days, and training days.

13.0 PAY AND BENEFITS

13.1 While working under a distance learning model, or during a period of total emergency school closure, bargaining unit members shall continue to receive their full compensation and benefits per the CBA, including stipends. Any bargaining unit members that provide substitute coverage for distance learning class, shall be paid according to Article 13.17 of the CBA.

14.0 EVALUATION

14.1 The parties agree that all temporary and probationary employees shall be evaluated during the 2020/2021 school year. The parties will meet and confer regarding the modified format and process to be used.

14.2 Administrators will have access to individual teacher's online distance learning instructional materials.

14.3 Unit members shall not be subjected to any disciplinary action on any lesson planning, implementation, delivery, and/or student assessment associated with distance learning due to the unique circumstances surrounding this crisis in the 2020-2021 school year, as long as they consistently demonstrate efforts to provide all the instructional activities and duties to their students as required by this MOU.

17.0 GRIEVANCE

17.1 All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

18.0 CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

18.1 The District and Association agree to continue meeting monthly during the pandemic to discuss textbooks, curricula, educational methods, standards, assessments, with the goal of evaluating the instructional models being used and to improve student learning outcomes. Due to the evolving nature of the pandemic, the District and Association reserves the right to negotiate additional or unforeseen safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

18.2 The Parties will immediately negotiate an MOU that bargains the impacts regarding an in person (hybrid or regular) model to be used when the District determines to move out of full Distance Learning.

19.0 DURATION

19.1 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community, as events continue to unfold during the pandemic.

19.2 This MOU shall remain in effect during all periods of distance learning or through June 30, 2021, whichever is sooner, unless extended by mutual written agreement of the Parties.

TTEA:

Signature on file at District Office

Jess DeLallo, TTEA President

Date: _____

Signature on file at District Office

Dave Steakley, TTEA Lead Negotiator

Date: _____

District:

Signature on file at District Office

Carmen Ghysels, Superintendent CLO

Date: _____

Signature on file at District Office

Joan Zappettini, Director of
Human Resources

Date: _____