

## MOU COVID-19 RETURN TO SCHOOL RCTA

July 30, 2020 Final

The Riverside Unified School District ("District") and Riverside City Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") regarding the reopening of schools related to COVID-19. This MOU applies to Phase 1 of the Hybrid Distance Learning, Virtual, Home-Based Instructional Models addressing the COVID-19 return to school for 2020-2021 school year. The District and RCTA agree to return to the table to negotiate Phase 2 - Phase 5 by September 30, 2020 in collaboration with the Action Team recommendations. The provisions within this MOU are in accordance with SB98 guidelines.

The Parties recognize there is a need to address the learning environment and instructional model of schools in the COVID-19 environment. It is determined that due to the fiscal restraints and safety guidelines, a move to Distance and Hybrid Learning models is necessary at this time. It is the mutual interest of both parties to address the recommendations of public health officials in order to prevent the spread of illness arising from the COVID-19.

The District and RCTA agree to the following:

**I. Collective Bargaining**

The Parties agree to meet and negotiate implementation of guidance from the California Department of Education (CDE) as well as the US Department of Education, Riverside County Health Department, and any changes to this MOU or the Collective Bargaining Agreement.

**II. Status of Employees**

Employees shall not suffer a loss of wages, salary, pay or fringe benefits (inclusive of supplemental daily pay), unless by function of California Education Code and/or Labor Law. If extra-curricular pay duties can be and are performed, Certificated bargaining Employees receiving Stipends and Extended Day shall not suffer a loss of pay of these items during Distance learning.

**III. Timeline**

The 2020-2021 calendar will remain the same with a start date of August 6, 2020. All students will start on August 10, 2020. (including 7th grade students)

The Parties recognize there is a need for additional training and professional development for RUSD staff regarding COVID-19 (COVID-19) protocols and virtual instruction prior to reopening schools for the 2020-2021 school year.

- A. RUSD Certificated Bargaining Employees will be required to complete 5 asynchronous training modules.
  - 1. Modules 1-3 must be completed prior to students starting school on August 10<sup>th</sup>.
  - 2. Modules 1-3 will be available to members on or about July 24<sup>th</sup>.
  - 3. Members who complete Modules 1-3 prior to 11:59pm on August 5<sup>th</sup> will receive a \$300 stipend.
  - 4. Modules 4 & 5 will preferably be completed by September 15<sup>th</sup> but are required to be completed by September 30<sup>th</sup>.
- B. Collaboration time will be suspended until January 1, 2021 to allow for personal teacher planning time. Wednesdays will remain early release days for students.
- C. Staff and Department/Team meetings will be reduced from 15 to 12 for the year.

#### IV. **Employee Work Location and Safety**

Employees shall not be required or solicited to physically report to a worksite. Employees may work from home, or from a classroom/office. Worksites will be available during the hours of 7:45 - 8:00 a.m entry time to 1:45 - 2:00 p.m. exit time. Site administration will provide employees with a check in/check out procedure to ensure safety on campus.

- A. All employees on site during Phase 1 will follow the following safety conditions:
  - 1. Face Coverings must be worn in public areas including restrooms. (During Phase 1 these are to be provided by the employee.)
  - 2. No visitors, unless pre-approved.
  - 3. Signage and floor markers for social distancing must be followed.
  - 4. Maintain 6 foot social distance.
  - 5. Employees should limit movement around campus and stay in their classroom as much as possible.
  - 6. All employees shall wash hands prior to arriving to site and should sanitize hands periodically .
  - 7. Employee **self-assessment** daily to determine if you are experiencing signs and symptoms prior to coming to the site.
  - 8. Employees are requested to take their temperature before coming to the school site; do not come to the school site if the temperature is 100 degrees or higher.

All Employees shall inform the District if they have tested positive, or have been exposed to an individual that has tested positive for COVID 19, and shall follow the Centers for Disease Control and County Health Department guidelines to self quarantine and self monitor for any potential symptoms.

V. **Selection of Employees for full-time Virtual and Home-Based Program Placement, Involuntary Transfers, and Voluntary Transfers**

Priority will be given to certificated bargaining Employees who are considered high-risk according to CDC guidelines.

Selection will be determined by the following criteria:

- A. **First priority** will be given to any certificated bargaining unit member who “**is at increased risk of severe illness,**” as listed by the CDC and provides medical documentation with specific restrictions/ accommodations as per ADA requirements.
  - 1. In the case that there are multiple certificated bargaining Employees available for one opening, the District will place employees based on District seniority and the credential(s) held by the employee.
- B. **Second priority** will be given to any certificated bargaining unit member who “**is at increased risk of severe illness,**” as listed by the CDC and provides medical documentation without specific restrictions/ accommodations that identify the Virtual setting as the only accommodation based on the criteria per ADA requirements.
  - 1. In the case that there are multiple certificated bargaining Employees available for one opening, the District will place employees based on District seniority and the credential(s) held by the employee.
- C. **Third priority** will be given to any certificated bargaining unit member who “**might be at an increased risk of severe illness,**” as listed by the CDC but the medical documentation provided may or may not define specific restrictions/ accommodations as per ADA requirements.
  - 1. In the case that there are multiple teachers available for one opening, the District will place employees based on District seniority and the credential(s) held by the employee.
- D. **Fourth priority** will be given to any certificated bargaining unit member who has

**an identified family member** that lives in the house and is identified by a medical doctor to be in the high-risk category as listed in the CDC.

1. In the case that there are multiple certificated bargaining Employees available for one opening, the District will place employees based on District seniority and the credential(s) held by the employee.
- E. If more certificated bargaining Employees are needed for Virtual or Home Base programs, voluntary transfers can be considered and placement will be based on credential(s) needs and District seniority.
- F. At the end of the 2020-21 school year, all Certificated employees on a medical, health, or FMLA leave, or transferred as a result of COVID-19 staffing needs will return to their last school site and then the normal voluntary/involuntary process will occur as per the CBA language. The District maintains its right for assignment of itinerant staff. Covid-19 Pandemic involuntary transfers are not considered normal involuntary transfers and employees with low seniority may be subject to the regular voluntary/involuntary transfer process upon return to their previous school site at the end of 2020-2021 school year dependent on student enrollment
- G. The District and the Association recognize that offering multiple program choices may result in changes to staffing at comprehensive sites. If enrollment at any site creates the need to transfer teachers, the current CBA language, Article XV Section 3 - Involuntary Transfers, Sections E, F, G, and H, Section 5 D, and Section 6 will be temporarily suspended during Phase 1 of Distance Learning. The District will use the following criteria in determining Involuntary Transfers: seniority, credential(s), instructional model choice. Teachers will be notified of their assignments no later than August 5, 2020.
- H. If employees are involuntarily transferred to a different school site/program, during Phase 1 of Distance Learning, employees will not be required to move their classroom belongings. Their current classroom will be available to use according to the Health and Safety guidelines along with timelines defined in this MOU.

## **VI. Unit Member Administrative Support**

- A. During Phase 1 of Distance Learning, in order to provide access and support for Employees, site administrators shall make themselves available and be responsive to their staff needs in a timely manner.
- B. Meetings
  - 1. Regular contractual practices of IEP meetings and scheduling will resume. Meetings will be held virtually. Employee attendance will be by phone or virtual platforms.
  - 2. Regular contractual practices of additional meetings (parent, disciplinary, department, SSTs, 504, etc.) and scheduling will resume. Meetings will be held virtually. Employee attendance will be by phone or virtual platforms.
  - 3. Team/Department meetings will be reduced from 15 to 12 for the year. During Phase 1 Distance Learning meetings will be held virtually.
  - 4. Staff meetings will be reduced from 15 to 12 for the year. During Phase 1 Distance Learning meetings will be held virtually.
  - 5. Wednesday Collaboration Time – Collaboration between unit members is encouraged and arranged informally between teachers. The Wednesday Collaboration Time in Article 10 is suspended until January 1, 2021. Wednesdays will continue to be early release day for students.

## **VII. Technology for Delivery of Instruction/Support**

The District shall provide, to the extent practicable, reasonable requests for tools and resources to enable Employees to complete the essential duties of their job. Employees shall submit their requests for resources to their Site Administration. Employees shall be held harmless in the event District platforms are not provided/operational. Any issues with technology shall be reported to site administration and IT Tech Support.

## **VIII. Training**

All Employees will be offered additional voluntary Professional Development/Training outside of the 5 modules agreed upon in section III with a focus on the use of technology for Distance learning. Employees may request additional training for the use of technology for the purposes of Distance learning.

Trainings offered for the 2020-2021 school year will be voluntary and offerings shall be accessed Distance from Employee's homes.

## **IX. Employee Leaves**

The Parties agree that if an employee is unavailable or unable to perform assigned work for personal or medical reasons, the employee shall follow Article XVI of the Collective Bargaining Agreement and Federal and State guidelines for additional paid leave. Teachers will utilize Aesop to report an absence on days when they will not be providing instruction. Any employee absent from duty under quarantine or due to illness arising out of the COVID-19 Pandemic shall notify the District when they have tested positive for COVID-19, shall follow the CDC, State and County guidelines for care.

- A. Employees that meet the requirements and qualifying reasons outlined in the Department of Labor's "Families First Coronavirus Response Act" shall be entitled to up to a total of ten (10) days of H.R. 6201 paid sick leave from April 1, 2020, through December 31, 2020. Employees are responsible for completing the appropriate forms. The COVID-19 Leave Chart will assist employees to better understand the Families First Coronavirus Response Act (FFCRA), also referred to as H.R. 6201, language regarding paid leaves available to you during this time. For your reference, we also have attached informational material that outlines FFCRA Employee Rights to leave flexibility related to COVID-19 and the Employee Request for Emergency Sick Leave and Emergency Family and Medical Leave Form.
- B. Employees shall inform the District if they have tested positive, or have been exposed to an individual who has tested positive for COVID-19, and shall follow the Centers for Disease Control (CDC) and County Health Department guidelines to self-quarantine and to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing. In that event the unit member cannot perform their duties due to COVID-19 symptoms, they may utilize H.R. 6201 leave and/or other available leaves.
- C. Employees will work directly with HR to determine which leaves they may be eligible for under H.R. 6201 and/or if they will use accumulated sick leaves or other applicable leaves, in the event they are unable to perform their duties.

## **X. Class Size/Caseload**

RUSD will be consistent with the In Person and Virtual Instructional programs current class-size/caseload caps, as bargained in the 2019-20 Collective Bargaining Agreement except for the Home Base instructional program.

## **XI. Evaluations**

- A. Formal observations will not occur until after October 15, 2020.
- B. Evaluation and goal settings timelines and forms will be submitted via email. Pre and Post conferences will be virtual meetings.
- C. Evaluations process for the 20-21 school year shall contain an asterisk (\*) that the teaching and working conditions have changed greatly. These conditions shall be considered and documented in the final evaluation document.
- D. The District and the Association agree to meet to discuss the evaluation process prior to the start date of formal observations.

## **XII. Distance Learning (Phase 1 of the In-Person Hybrid Instructional Model)**

SB 98 defines “distance learning” as “instruction in which the pupil and instructor are in different locations and pupils are under the general supervision of a certificated employee of the local educational agency.” (Ed. Code § 43500.)

SB 98 places a strong emphasis on teacher-student engagement in distance learning. Distance learning **must** include the following minimum components: (1) provision of access for all pupils to connectivity and devices adequate to participate in the educational program and complete assigned work; (2) content aligned to grade level standards that is provided at a level of quality and intellectual challenge equivalent to in-person instruction; (3) academic and other supports designed to address the needs of pupils who are performing below grade level, or need support in other areas; (4) special education, related services, and any other services required by a pupil’s individualized education program; (5) designated and integrated instruction in English language development; and (6) **daily live interaction** with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. (Ed. Code, § 43503(b).)

### **In-Person Hybrid Instructional Model Phases**

The RUSD In-Person Hybrid Instructional model will provide students the opportunity to attend school in a phased approach, beginning with Distance Learning (Phase 1). When health and safety conditions are appropriate, students will transition back to school campuses starting with a one (1) day per week schedule (Phase 2), phasing into a 2 day per week schedule (Phase 3), then a 5 day per week schedule with health and safety precautions and social distancing (Phase 4). The end of the transitioning will occur when health and safety conditions allow for a return to “typical” school operation (Phase 5).



- A. Employees will be expected to work the same number of hours required of their professional day per Article X Hours of Employment. (e.g. eight (8) hours for teachers).

**Schedule - Phase 1: 100% Distance Learning**

1. In-person staff will provide-daily live interaction that is 40%-60% of the daily instructional day and will follow the Distance Learning Schedule. Additional office hours will be provided. The district will provide resources that can be utilized for the first two weeks of school - eg. lessons on digital citizenship.
2. District schedules may be different for each grade level to provide staggered "live interaction" time across the grade levels. As well as considering age appropriate time blocks for the lower grades.
3. The minimum amount of time all students will receive daily live interaction is 40% of the instructional day and the maximum will be 60%.  
Examples of live interaction may include but are not limited to:
  - a. Face to face online instruction by teachers
  - b. Guided, interactive video lessons, with teacher remaining present
  - c. Small group instruction
  - d. Peer/collaborative tasks with teacher facilitating
  - e. Progress monitoring tasks or assessments to provide feedback
  - f. Student chats and blogs in appropriate, safe environments
  - g. Whole group lessons: shared reading, choral reading, chants, affirmations, poems, songs, etc.
  - h. Social-emotional learning development/lessons: coping strategies, such as: mindfulness and breathing techniques; relationship-building/community-building, such as: affective statements and community-building circles; expectation setting and support of behaviors, such as: role-plays, acknowledgements and correction
  - i. Inclusive of core and all other content areas: mathematics, English, history/social studies, science, world languages, visual and performing arts, physical education, etc.
  - j. Where appropriate tools such as phone calls, emails, Google Voice (text), Remind, Class Dojo, and/or Google Classroom may be offered to parents to provide instruction for students.
4. The remainder of the instructional day will be structured to include asynchronous lessons, flex time and independent practice.
5. Asynchronous lessons may include: Print materials incorporating assignments that are subject to oral and written feedback (SB98), pre-recorded lessons, web-based instructional tools,



social/emotional activities.

6. Additional Secondary:

Staff at the secondary level will teach a 3 period, block schedule day with classes lasting ***approximately*** 105 minutes. This will allow for fewer transitions throughout the day to promote increased health and safety.

- a. Staff will experience a full cycle of classes over two weeks.
- b. Prep period will be provided based on the schedule

7. Schedules

**Distance Learning Schedules (In Person)**(schedules attached)

B. Platform

In-person staff will utilize Google Classroom to engage with students and families virtually.

C. Curriculum

In-person staff will use the core adopted materials. Supplemental digital resources may be used when needed. Grade level teams, content/course teams are encouraged to create shared content.

D. Assessments

1. In-person staff will utilize district/benchmark assessments to the extent possible, in addition to teacher, team, and/or curriculum formative/summative assessments.

E. Attendance

In compliance with SB98 the following procedures are in place for attendance:

1. In-person staff will take daily attendance via Aeries to document period and daily attendance.
2. Documentation of when students are engaged in synchronous instruction.
3. As per SB98 a weekly engagement record for each student documenting synchronous or asynchronous instruction for the whole or partial day will be completed.

F. Progress Update/Grading

1. Elementary: Progress Updating
  - a. Feedback provided to students/guardians every two weeks on student progress/participation on the prior two weeks. Additional

(or more specific) feedback will be provided regularly/when appropriate.

2. Secondary: Progress Updating

- a. Block schedule: Grades/Assignments updated at minimum every two weeks in Aeries. Additional (or more specific) feedback will be provided regularly/when appropriate.
- b. Quarter schedule: Grades/Assignments updated at minimum weekly in Aeries. Additional (or more specific) feedback will be provided regularly/when appropriate. (Lincoln and Raincross)

G. Specialty Programs

Specialty programs (i.e. RSA, DLI, Core Knowledge, etc.) will be provided in the distance learning format to the extent possible.

H. Teacher Guidelines & Expectations

1. Staff will be expected to engage in in-person and/or virtual (as appropriate to phase of implementation) staff meetings, department meetings, and collaboration meetings. Collaboration time has been suspended until January 1, 2021 to allow personal teacher planning time.
2. Staff should check their RUSD email throughout the workday.
3. Office Hours: All in-person staff must hold "office hours" each week at regular times and post those times for their students and/or parents. Office hours may be synchronous and/or asynchronous to provide flexibility.
4. Staff will develop and post a syllabus/class expectations with information on accessing virtual curriculum, teacher contact information, and grading policy.
5. Recording live lessons: "Live" virtual (synchronous) lessons should be recorded and shared with all students in the class, so that students and families can go back and review the lesson at a later time.
6. Staff may not create lessons that require students/families to purchase extra supplies or materials. Base materials needed to access the core curriculum will be provided to students to the extent possible.
7. Employees will report inappropriate actions by students to their administrator. Employees acting within the course and scope of their duties and consistent with all requirements to maintain appropriate

adult-student boundaries and interactions shall be held harmless for any inappropriate online behavior by a student or other participant.

- I. Non-classroom certificated staff
  - 1. Intervention Teachers: Work with administration to determine work based on specialty area.
  - 2. Teachers on Assignment: Work with administration to determine work based on specialty area.
  - 3. Itinerant Band Teachers: In-person elementary music teachers will provide both in-person and virtual instruction in accordance to the phases of in-person instruction. In-person instruction will adhere to adopted health and safety protocols. Instructional minutes shall be calculated based on the time value of assignments consisting of both daily live interaction with peers and independently completed assignments as determined by the teacher of record.
    - a. Synchronous offerings will occur during the regularly scheduled time for that class according to the Distance Learning plan.
- J. Elementary Staffing Decisions
  - 1. Staffing will be consistent with current class size/caseload caps as provided in the Collective Bargaining Agreement.
- K. Secondary Staffing Decisions
  - 1. Staffing will be consistent with current class size/caseload caps as provided in the Collective Bargaining Agreement.

### **XIII. Virtual Instructional Model**

The RUSD Virtual Instructional model will provide students the opportunity to attend school in a 100% virtual environment. The content will be aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

- A. Schedule
  - 1. Virtual school staff will provide 40-60% of daily live interaction. Additional office hours will be provided.
  - 2. The 40-60% of daily live interaction is a percentage of the instructional day.
- B. Schedule Format for TK-12
  - 1. Time slot choice for TK-12 is set by district. Time slot choice can include

the “live interaction” time block to be offered in a morning session, afternoon session, evening session and/or split sessions. Teachers will be given the opportunity to select a time block preference based on availability. (Evening time slot choice will be by teacher selection.)

2. The minimum amount of time all students will receive daily live interaction is 40% of the instructional day and the maximum will be 60% and will follow the Virtual Instructional Model Student Schedule.

Examples of live interaction may include but are not limited to:

- a) Face to face online instruction by teachers
- b) Guided, interactive video lessons, with teacher remaining present
- c) Small group instruction
- d) Peer/collaborative tasks with teacher facilitating
- e) Progress monitoring tasks or assessments to provide feedback
- f) Student chats and blogs in appropriate, safe environments
- g) Whole group lessons: shared reading, choral reading, chants, affirmations, poems, songs, etc.
- h) Social-emotional learning development/lessons: coping strategies, such as: mindfulness and breathing techniques; relationship-building/community-building, such as: affective statements and community-building circles; expectation setting and support of behaviors, such as: role-plays, acknowledgements and correction
- i) Inclusive of core and all other content areas: mathematics, English, history/social studies, science, world languages, visual and performing arts, physical education, etc.
- j) Where appropriate tools such as phone calls, emails, Google Voice (text), Remind, Class Dojo, and/or Google Classroom may be offered to parents to provide instruction for students.

3. The remainder of the instructional day will be structured to include asynchronous lessons, flex time and independent practice.

Asynchronous lessons may include: Print materials incorporating assignments that are subject to oral and written feedback (SB98), pre-recorded lessons, web-based instructional tools, social/emotional activities.

C. Schedules

Virtual Schedule (see attached)

D. Platform

Virtual staff will utilize Google Classroom to engage with students and families.

E. Curriculum

Virtual staff will use the core adopted materials that are used in the “in person”

model. Supplemental digital resources may be used when needed. Grade level teams, content/course teams are encouraged to create shared content.

F. Assessments

Virtual staff will utilize district/benchmark assessments to the extent possible, in addition to teacher, team, and/or curriculum formative/summative assessments.

G. Attendance

In compliance with SB98 the following procedures are in place for attendance:

1. Virtual staff will take daily attendance via Aeries to document period and daily attendance.
2. Documentation of when students are engaged in synchronous instruction.
3. As per SB98 a weekly engagement record for each student documenting synchronous or asynchronous instruction for the whole or partial day will be completed.

H. Progress Update/Grading

1. Elementary: Progress Updating
  - a. Feedback provided to students/guardians every two weeks on student progress/participation for the prior two weeks. Additional (or more specific) feedback will be provided regularly/when appropriate.
2. Secondary: Progress Updating
  - a. Grades/Assignments updated at minimum every two weeks in Aeries. Additional (or more specific) feedback will be provided regularly/when appropriate.
  - b. Quarter schedule: Grades/Assignments updated at minimum weekly in Aeries. Additional (or more specific) feedback will be provided regularly/when appropriate.

I. Specialty Programs

Every effort will be made to provide specialty programs (i.e. DLI, Core Knowledge, etc.) in a virtual model utilizing teachers from those programs. It will be dependent on the number of students that elect the Virtual format.

J. Teacher Guidelines & Expectations

1. Staff will be expected to engage in virtual staff meetings, department meetings, and collaboration meetings. Collaboration time has been suspended until January 1, 2021 to allow personal teacher planning time.
  2. Staff should check their RUSD email throughout the workday.
  3. Office Hours: All virtual staff must hold “office hours” each week at regular times and post those times for their students and/or parents. Office hours may be synchronous and/or asynchronous to provide flexibility.
  4. Staff will develop and post a syllabus/class expectations with information on accessing virtual curriculum, teacher contact information, and grading policy.
  5. Recording live lessons: “Live” virtual (synchronous) lessons should be recorded and shared with all students in the class, so that students and families can go back and review the lesson at a later time.
  6. Staff may not create lessons that require students/families to purchase extra supplies or materials. Base materials needed to access the core curriculum will be provided to students to the extent possible.
  7. Employees report inappropriate actions by students to their administrator. Employees acting within the course and scope of their duties and consistent with all requirements to maintain appropriate adult-student boundaries and interactions shall be held harmless for any inappropriate online behavior by a student or other participant.
- K. Non-classroom certificated staff
1. Intervention Teachers: Work with administration to determine work based on specialty area.
  2. Teachers on Assignment: Work with administration to determine work based on specialty area.
  3. Itinerant Band Teachers: Elementary music will be offered in the virtual setting and incorporated within the instructional day to the same extent as possible as the in person model.
- L. Elementary Staffing Decisions
1. Staffing will be consistent with current class size/case load caps as provided in the Collective Bargaining Agreement.
- M. Secondary Staffing Decisions
1. Staffing will be consistent with current class size/case load caps as provided in the Collective Bargaining Agreement.

2. The intent is to maximize full time positions at the virtual school.

#### **XIV. Home Based Instructional Model**

The RUSD Home Based Instruction Model will be a K-12 program designed for students and families who desire an alternative to traditional classroom instruction. In this program, students, parents, and teachers team together according to a written agreement under the general supervision of a certified teacher. While students follow the state standards and District-adopted curriculum and meet the district graduation requirements, the program allows for flexibility to meet their individual needs, interests, and styles of learning.

##### **A. Schedule**

1. Home-based Instruction program staff will provide support to students and parents on their caseload.
2. RUSD instructional staff will serve as consultants, subject matter experts, evaluators of student work, record keepers.
  - a. Employees will be responsible for keeping accurate records of the time value of work completed by enrolled students in the specified district records keeping system.
  - b. Employees will implement the following support structure for students and parents:
    - i. Monthly meetings (virtual to start the school year, then in-person when with social distancing appropriate) with teacher(s), parent(s), student in which parents submit work samples to District from all core subject areas, including records of completed ELD instruction by parent -- support teacher may provide guidance to parent (as needed).
    - ii. Weekly (virtual or in-person) check-in meetings where supporting teacher will check one core subject per week (math, reading/ELA including writing, science, social studies/history) providing feedback and guidance on work products.
    - iii. Employees will plan the "time value" of assignments that will be offered/assigned during the school year.
    - iv. Teachers will plan extension, demonstration, and socialization (as appropriate) activities and/or experiences periodically for Home Based program students.
    - v. Home Based Instructional program teachers



will complete an engagement record for each student verifying participation.

B. Platform

Home Based Instructional program teachers will utilize Google Classroom to engage with students and families virtually.

C. Curriculum

1. Home Based Instructional program teachers will use the core adopted materials.
2. Supplemental digital resources may be used and made available to parents/families when needed.
3. Grade level teams, content/course teams are encouraged to create shared content.

D. Assessments

Home Based Instructional program teachers will utilize district/benchmark assessments to the extent possible, in addition to teacher, team, and/or curriculum formative/summative assessments.

E. Attendance

1. Home Based Instructional program teachers follow Independent Study procedures to determine the “time value” of assignments, which will be converted into attendance via established formula in California Education Code (4 hours of work equals 1 day of attendance).
2. Home Based Instructional program teachers will use predetermined district software to keep track weekly and monthly check-ins and assigned work. Required reports will be generated and accounted for by teachers and submitted to program staff as determined by the District.
3. Program staff will translate accrued attendance into Aeries.

F. Progress Update/Grading

1. Elementary: Progress Updating
  - a. Teachers will gather feedback from parents/guardians every two weeks on student progress on parent assigned work.
  - b. Teachers will assign/input grades for students according to the District grading/reporting schedule.
2. Secondary: Progress Updating
  - a. Teachers will gather feedback from parents/guardians every two weeks on student progress on parent assigned work and update at minimum every two weeks in Aeries.
  - b. Teachers will assign/input grades for students according to the

District grading/reporting schedule.

G. Specialty Programs

- a. Specialty programs (i.e. RSA, DLI, etc.) will not be provided in the Home Based Instructional program.
- b. The specialty program materials from Core Knowledge will be available for use in the Home Based Instructional program.

H. Teacher Guidelines & Expectations

- a. Employees will be expected to engage in in-person and/or virtual (as appropriate) staff meetings and department meetings.
- b. Employees should check their RUSD email throughout the workday.
- c. Employees in the Home Based Instructional program will be responsible for monitoring, record keeping, and reporting on the Independent Study contract for each student assigned to them.
- d. Office Hours: All Home Based Instructional program staff must hold “office hours” each week at regular times and post those times for their students. Office hours may be synchronous or asynchronous to provide flexibility.
- e. Teachers may not create or encourage parents to create lessons that require students/families to purchase extra supplies or materials. Base materials needed to access the core curriculum will be provided to students and parents to the extent possible.
- f. Teachers assigned to the Home Base Instructional setting will be supervised by the EOC administrator.

I. Elementary Staffing Decisions

1. Staffing will be 50 case load cap.

J. Secondary Staffing Decisions

1. Staffing will be 50 case load cap.

**XV. Special Education**

**A. Elementary/Itinerant RSP, SLP, Psychologists, DHH, APE, VI, OM, OI and Transition Specialist Roles and Expectations**

1. For the 2020-2021 school year, all RSP teachers and related service providers will support the students who would be attending the program

at the staff member's regularly assigned school, regardless of student Program Choice.

2. Office Hours will not need to be posted to parents and students to allow for uninterrupted time for Elementary/Itinerant RSP, SLP, Psychologists, DHH, APE, VI, OM, OI and Transition Specialist to work on IEP reports, hold IEP meetings and other professional duties that fall under Special Education services.
3. Employees will provide the services and supports outlined in the student's IEP to the extent practicable when teaching virtually or in distance learning.
4. Employees shall not be required to physically report to a worksite. However, in order to be compliant with the law there could be certain circumstances that require a service provider (DHH, APE, VI, OM, and OI) to provide in-person assessments. Prior to completion of assessments, a work group consisting of the impacted employees, their managers, and CTA/RCTA representative(s) will meet to determine the proper PPE and work environment needed to ensure the health and safety of these members. This group will meet between July 30th and August 10th. Alternate means of participating will be available if employees are unable to attend.
5. Service minutes are inclusive of live instruction delivered virtually or in-person/distance learning.
6. Employees will post service provider contact information and instructions on how to access instructional materials and support within the Virtual platform.
7. Employees will regularly monitor work completion and participation to provide feedback to students.
8. Employees will utilize Google Suite or other District approved platforms to deliver instruction and services.
9. Employees will provide monitoring access (Little Sis) for their Google classroom to their site level administration.
10. Reporting Non-Participation: Students who are not participating in IEP services will be reported to Site Administration at the end of each week.
11. IEP Service Providers have the right to request access to work from a classroom/office/work space during the hours of 7:45 a.m. to 2:00 p.m.
12. Elementary/Itinerant RSP, SLP, Psychologist, DHH, APE, VI, OM, OI and Transition Specialists shall report inappropriate actions by students to their administrator. IEP Service Providers acting within the course and scope of their duties and consistent with all requirements to maintain appropriate adult-student boundaries and interactions shall be held harmless for any inappropriate online behavior by a student or other participant.

13. Elementary/Itinerant RSP, SLP, Psychologist, DHH, APE, VI, OM, OI and Transition Specialist shall develop reports for IEPs, document services/medical billing (as appropriate), assess, track and report Progress on Goals, and collaborate with Educators as appropriate for student support.

**B. RSP Secondary, SDC PK-Adult Transition (rostered with classes) Roles & Expectations**

1. Roles and Expectations defined in the Virtual and In-Person Instructional models will apply to rostered RSP Secondary, SDC PK-Adult Transition employees.
2. Office Hours will not need to be posted to parents and students to allow for uninterrupted time for Elementary/Itinerant RSP, SLP, Psychologists, DHH, APE, VI, OM, OI and Transition Specialist to work on IEP reports, hold IEP meetings and other professional duties that fall under Special Education services.
3. RSP Secondary, SDC PK-Adult Transition will provide the services and supports outlined in the student's IEP to the extent practicable when teaching virtually or in distance learning and will provide services and supports as outlined by the IEP when students are 100% physically at school sites with health and safety precautions.
4. Service minutes are inclusive of virtual/live instruction delivered virtually or in-person/distance learning.
5. Provide standard aligned and goal-based resources and activities as applicable utilizing Google Suite or other District approved platforms to deliver instruction and services.
6. Service minutes are inclusive of virtual/live instruction delivered virtually or in-person/distance learning.
7. Teachers will provide 40-60% of daily live interaction when teaching in the Virtual or In-person Hybrid Instructional phase.
8. The 40-60% of daily live interaction is a percentage of the instructional day. Employees with a rostered class will ensure there is daily live interaction. Daily live interaction with certificated employees and peers can include but not limited to: instruction, progress monitoring, maintaining school connectedness, check-ins between teachers and pupils, the use of print materials incorporating assignments that are the subject of written or oral feedback. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders.
9. RSP Secondary, SDC PK-Adult Transition will develop and post a syllabus/class expectations with information on accessing virtual curriculum, teacher contact information, and grading policy.

10. RSP Secondary, SDC PK-Adult Transition will provide monitoring access (Little Sis) for their Google classroom to their administration.
11. RSP Secondary, SDC PK-Adult Transition shall develop reports for IEPs, document services, track and report Progress on Goals, and collaborate with Educators as appropriate for student support.
12. RSP Secondary, SDC PK-Adult Transition shall report inappropriate actions by students to their administrator. IEP Service Providers acting within the course and scope of their duties and consistent with all requirements to maintain appropriate adult-student boundaries and interactions shall be held harmless for any inappropriate online behavior by a student or other participant.
13. RSP Secondary, SDC PK-Adult Transition teacher shall develop reports for IEPs, document services/medical billing (as appropriate), assess, track and report Progress on Goals, and collaborate with Educators as appropriate for student support.

#### **Work Groups**

**SH/SDC, NSH/SDC, Adult Transition, and Special Education Preschool:** Prior to September 1, 2020 a work group consisting of District and RCTA appointees from High Contact Special Education programs shall mutually develop instructional practices to best support their students during remote learning and safety precautions moving into a hybrid instructional model.

**IEP Work Group:** Prior to September 15, 2020 a work group consisting of District and RCTA appointees shall mutually develop the process for student IEP assessments during remote learning.

**DHH, APE, VI, OM, and OI Work Group:** Prior to completion of assessments, a work group consisting of the impacted employees, their managers, and CTA/RCTA representative(s) will meet to determine the proper PPE and work environment needed to ensure the health and safety of these members. This group will meet between July 30th and August 10th. Alternate means of participating will be available if employees are unable to attend.

#### **XVI. Counselor**

Counselors will address the three domains Academic, Career, and Social/Emotional development. Counselors may provide virtual and/or in-person appointments to students for academic counseling, monitoring, and guidance from any one of the domains. Counselors will stay assigned at their current sites and provide services for all Instructional programs (Virtual, In-Person, and Home Base) students to their already existing caseload in an effort to maintain already established rapport. Counselors

will be responsible for monitoring their assigned caseload of students including those that are participating in the Home Based Instructional program.

A. Roles & Expectations, Counselors will:

1. Set schedules asynchronously.
2. Schedule times for delivery of student support as needed.
3. Will establish and announce office hours each week.
4. Will engage in live interaction with student(s) daily.
5. Will develop and post Counselor contact information and information on accessing virtual support.
6. Will provide monitoring access (student-level access) for their Google classroom to their site level administration.
7. Respond to parents and students in a timely manner.
8. Offer mental health support/referrals to students and families as needed.
9. Build rapport and connections with students.
10. Provide social-emotional and follow-up support to students referred to them for non-attendance or identified as potentially "at-risk".
11. Complete Risk Assessments (e.g. suicide ideation, abuse, substance abuse, etc.)
12. Provide interventions, utilizing Google Classroom as appropriate.
13. Provide counseling and/or teaching social-emotional skills through virtual platforms of the counselor's choice such as Google Meets, etc., as appropriate.
14. Provide resources and support to educators implementing social/community building systems as appropriate.
15. Caseload management, academic guidance, and scheduling.
16. Complete Medi-Cal Billing.
17. Support virtual IEP, SST, 504 processes.
18. Shall not be required to physically report to a worksite. Counselors have the right to request access to work from a classroom/office worksite during the hours of site will open 7:45 a.m. and close at 2:00 p.m. as the counselor deems necessary.
19. Shall report inappropriate actions by students to their administrator.
20. Counselors acting within the course and scope of their duties and consistent with all requirements to maintain appropriate adult-student boundaries and interactions shall be held harmless for any inappropriate online behavior by a student or other participant.

**XVII. Nurse**

A. Roles & Expectations, Nurses will:

1. Set schedules asynchronously.
2. Schedule times for delivery of student support as needed.
3. Establish and announce office hours each week.
4. Develop and provide contact information and instructions on accessing virtual support.
5. Respond to staff, parents, and students in a timely manner.
6. Offer health support/referrals to students and families as needed.
7. Build rapport and connections with students.
8. Provide consultations to students and families through virtual platforms of the Nurse's choice such as Zoom, Google Meets, etc. as appropriate.
9. Provide resources and support the development and implementation of Health Action Plans as needed.
10. Caseload management and Medi-Cal Billing as appropriate.
11. Complete Health assessments , write IEP reports and attend virtual IEPs.
12. Provide the opportunity to work remotely when applicable.
13. Report inappropriate actions by students to their administrator. Nurses acting within the course and scope of their duties and consistent with all requirements to maintain appropriate adult-student boundaries and interactions shall be held harmless for any inappropriate online behavior by a student or other participant.

### **XIII. Terms of Agreement**

The Terms of this agreement shall sunset December 31, 2020 or until the end of Phase 1, whichever comes first.

The parties understand the COVID-19 pandemic situation is very fluid and mutually agree to bargain the provisions of the MOU, within 10 days of any County, State, and/or Federal requirement changes.

The District and/or Association reserve the right to negotiate any additional impacts of this MOU and/or return to the table to negotiate areas defined in this MOU.

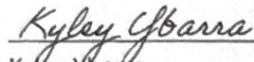
All components of the current Collective Bargaining Agreement between RCTA and District not addressed by the terms of this agreement shall remain in full effect.

This Memorandum of Understanding shall not be precedent setting nor form any basis for a past practice.

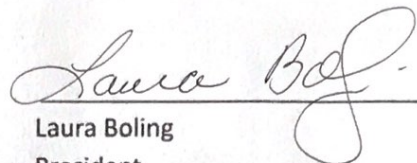
It is understood this Agreement is subject to RCTA review and the approval of the Board of Education.



For RUSD:

  
\_\_\_\_\_  
Kylee Ybarra  
Assistant Superintendent Personnel

For RCTA:

  
\_\_\_\_\_  
Laura Boling  
President

Date 7/30/2020

Date