

HRUSD-HRTA Distance Learning MOU Negotiation Update

Provided by the Hart-Ransom Union School District

August 3, 2020

- **Overview**

- On Friday, July 24, 2020, HRTA (Hart-Ransom Teachers Association), the teachers' union in our school district requested to meet and negotiate with the District about a proposed Memorandum of Understanding (MOU) regarding working conditions for teachers during distance learning. HRTA provided an advance copy of the MOU language that they were proposing (attached).
- On the afternoon of Wednesday, July 29, 2020, the District and the union leaders met to negotiate regarding the union's proposed MOU. Conceptual agreement was reached about a number of topics, but the key difference between the parties was whether or not teachers would be allowed to work from home for distance learning during the new school year. In accordance with direction given by the Board of Trustees, the District articulated the position that teachers would be required to work on campus and teach from their classrooms during distance learning. The teachers union leaders argued that teachers should be allowed to work from home. This matter was not resolved during that negotiation meeting, and the parties agreed to reconvene for further negotiations at a later date. The District provided HRTA with a copy of its proposed edits and revisions to the MOU language, except for two paragraphs, to which the district stated that it would respond thereafter (attached).
- On Monday afternoon, August 3, 2020, the District and the union leaders met again to further discuss the topic of whether teachers would be required to teach from their classrooms on campus, or whether the teachers would be allowed to work from home. In accordance with continued direction given by the Board of Trustees, the District again articulated the position that teachers would be required to work on campus and teach from their classrooms during distance learning. The teachers union leaders again argued that teachers should be allowed to work from home. This matter was still not resolved by the end of that negotiation meeting, and the parties agreed to reconvene for further negotiations at a later date. The District provided HRTA with an updated copy of its proposed edits and revisions to the full set of the union's proposed MOU language (attached).
- The District remains committed to providing the best possible learning experiences for the students that we serve and to getting our students back on campus for live in-person learning as soon as we are able to do so.

The parties' MOU language proposals are attached.

Memorandum Of Understanding
between
Hart-Ransom Unified School District (HRUSD)
and the
Hart-Ransom Teachers Association (HRTA)
_____, 2020

The **Hart-Ransom Unified School District** ("District") and the **Hart-Ransom Teachers Association** ("Bargaining Unit") enter this Memorandum of Understanding ("MOU") regarding Distance Learning related to COVID-19 for the period of July 1, 2020 through June 30, 2021. This MOU shall be in place during any period(s) throughout the 2020-21 school year in which Hart-Ransom **Elementary School** is operating in a Distance Learning model **only** and not in a hybrid or traditional learning model. The parties recognize **that** changes may occur based on guidance from state and local officials.

In preparation for the 2020-2021 school year, the parties recognize the need to address the District's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations of the State of California and/or Stanislaus County Department of Public Health officials to prevent illness and contain the spread of the virus. It is the goal of the District and Bargaining Unit to offer students in-person instruction to the greatest extent possible. **The District will offer distance learning until in-person instruction is safe, as determined by the State of California, and Stanislaus County Department of Public Health, and/or other valid authority.**

The District and Bargaining Unit agree all components of the current Collective Bargaining Agreement between the Bargaining Unit and District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.

Health & Safety

The District shall **make reasonable effort to** provide a safe working/educational environment **on campus**. In addition to adhering to social distancing **guidelines as recommended by public health officials** of 6 feet apart, the district agrees to provide **all** safety equipment, including ~~but not limited to~~, providing personal protective equipment, sanitizing, and disinfectant supplies. The District shall **make reasonable effort to** ensure that all ~~school~~ work locations **on campus** are properly sanitized before unit members return for the start of the school year. The District shall **make reasonable effort to** ensure that all sinks (including those located in staff break rooms, all bathrooms, ~~cafeteria/kitchens~~, **and** classrooms, ~~and janitorial closets~~) are functioning with water and kept stocked with soap and paper towels or hand dryers. Hand sanitizer shall be provided for every classroom, ~~workroom, workstation (for those unit members who do not have a traditional classroom), office, cafeteria,~~ and break room. ~~The District will complete the aforementioned in compliance with SB892 requirements.~~

The District and the Bargaining Unit further agree to the following:

1. Bargaining Unit members shall work **on site at the school during the 2020-2021 school year when Hart-Ransom is operating in a Distance Learning model only and not in a hybrid or traditional learning model. During this time, bargaining unit members will work in their assigned classrooms or other assigned work location(s) on campus unless other arrangements are approved by school and/or district**

~~administration. remotely for the first trimester (August 10, 2020 through November 6, 2020). The parties agree to meet regarding possible implementation of other instructional models (e.g., blended and in-person learning) for the second trimester (November 9, 2020 through March 5, 2021) and the third trimester (March 8, 2021 through June 3, 2021).~~

2. While working under the current distance learning model **as described above**, Bargaining Unit members shall continue to receive their full compensation and benefits. If extracurricular duties can **be** and are performed, Bargaining Unit members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement.

~~3. Bargaining Unit members shall not be directed or required to report to their worksite in person while working under the current distance learning model.~~

4. District initiated meetings (e.g. faculty meetings, Professional Development, Back-to-School Night, Open House, etc.), will be conducted virtually while in Distance Learning **only (and not in a hybrid or traditional learning model)**.

5. Collaboration meetings (PLC's) will be conducted virtually while in Distance Learning **only (and not in a hybrid or traditional learning model)**.

6. Parent Conferences shall be held virtually while in Distance Learning **only (and not in a hybrid or traditional learning model)**.

7. Under the current distance learning model **as described above, when**, ~~Bargaining Unit members may access and work from their classroom/office worksite during school hours as they deem necessary. In the event~~ a Bargaining Unit member enters **the campus** ~~a district worksite~~, they will digitally sign in and out and complete a digital wellness questionnaire. The Bargaining Unit member shall be responsible for following state, county, and local public health recommendations while **on campus** ~~at the worksite~~, including wearing a face mask and maintaining **appropriate social distancing** ~~six feet physical distance~~ between themselves and other individuals. Bargaining Unit members shall **work in their assigned classrooms or other assigned work location(s) on campus, and will** ~~also~~ respect ~~the~~ individual **work** ~~instructional~~ spaces **of others** while **on campus** ~~at the worksite~~.

~~8. To facilitate the best use of time/instruction; Bargaining Unit members will be issued hotspots if needed, for the duration of Distance Learning.~~

9. The District shall provide reasonable support to ensure Bargaining Unit members are able to effectively engage students on a daily basis. These supports may include professional development, online applications, **and/or** materials to enhance the teacher's ability to work remotely with students.

10. ~~In the event~~ **When** it becomes safe to transition to an in-person learning model, ~~the District and Bargaining Unit will mutually agree to~~ an appropriate amount of transitional time between instructional models **will be provided** ~~(a minimum of one work week)~~. **During the transition time from distance learning to in-person instruction, there may be a decrease in the amount of daily live distance learning interaction between the teacher and students, but teachers will continue to meet or exceed the minimum requirements of law as relating to instructional time in distance learning. To the greatest extent possible, an appropriate amount of** ~~The same~~ transitional time will be given in the event we must return to distance learning or another learning model if it becomes necessary due to COVID-19 restrictions and mandates.

11. The parties agree to follow **Education Code Section 43503 S.B. 98** and all California laws concerning distance learning. (~~Education Code Section 43503~~)

12. Distance learning means instruction in which the student and instructor are in different locations and students are under the general supervision of a certificated employee of the District. Distance learning may include, but is not limited to **all of the following**: (Education Code Section 43500)

a. Interaction, instruction, and check-ins between teachers and **pupils students** through the use of a computer or communications technology.

b. Video or audio instruction in which the primary mode of communication between the **pupil student** and certificated employee is online interaction, **instructional television**, video, **telecourses**, or other instruction that relies on computer or communications technology.

c. The use of print materials incorporating assignments that are the subject of written or oral feedback.

13. Distance learning shall include **all of** the following: (Education Code 43503)

a. Confirmation or provision of access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work.

b. Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

c. Academic and other supports designed to address the needs of **pupils students** who are not performing at grade level, or need support in other areas, such as English Learners, **pupils students** with exceptional needs, **pupils students** in foster care or experiencing homelessness, and **pupils students** requiring mental health supports.

d. Special education, related services, and any other services required by a pupil's student's Individualized Education Program (IEP) with accommodations necessary to ensure that the IEP can be executed in a distance learning environment.

e. Designated and integrated instruction in English language development including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning.

f. Daily live interaction (**e.g., Google Meets, Seesaw, Google Classroom, Zoom, etc.** ~~Screencastify as examples~~) with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders. **If daily live interaction is not feasible as part of regular instruction, the governing board must develop, with parent and stakeholder input, an alternative plan for frequent live interaction that provides a comparable level of service and school connectedness.**

~~g. If daily live interaction is not feasible as part of regular instruction, the governing board must develop, with parent and stakeholder input, an alternative plan for frequent live interaction that provides a comparable level of service and school connectedness.~~

h. The District and the Bargaining Unit recognize that the local educational agency that provides distance learning shall not be penalized for instruction provided before September 1, 2020, that fails to meet the requirements of this section. (SB 98, page 95)

14. Bargaining Unit members will be present during live instruction periods. ~~Bargaining Unit members are not required to conduct live video of themselves (Education Code Section 51512).~~

15. Administrators may ~~request to~~ visit **and/or join** Google Meets and/or Zoom **meetings without** ~~with~~ prior notice to the Bargaining Unit member. **Additionally, administrators may physically enter any**

instructional space, and will wear face coverings and maintain proper social distancing when doing so.

16. The District shall adhere to student participation and absenteeism requirements. (Education Code Section 43504)

a. The Bargaining Unit member will document daily participation for each ~~pupil student~~ on each ~~school day~~ school day, in whole or in part, for which distance learning is provided. ~~A pupil who does not participate in distance learning on a school day shall be documented as absent for that school day.~~

b. Daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between employees of the District and ~~pupils students~~ or parents or guardians. ~~A student who does not participate in distance learning on a school day shall be documented as absent for that school day.~~

c. The District shall ensure that a weekly engagement record is completed for each student documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments.

d. A student who does not participate daily in distance learning shall be deemed absent by the District. The District shall use documentation of the absence for purposes of reporting its chronic absenteeism rates in its local control and accountability plan.

e. The District shall develop written procedures 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. These procedures shall include, but are not limited to:

- i. Verification of current contact information for each enrolled student;
- ii. Daily notification to parents or guardians of absences;
- iii. A plan for outreach from the school to determine student needs including connection with health and social services as necessary.

f. ~~The Bargaining Unit member shall regularly communicate with parents and guardians regarding a pupil's academic progress.~~

17. Bargaining Unit members shall determine the means and methods for providing distance learning ~~within the parameters and expectations established by site and district administration~~ based on appropriate standards-based instruction and assessments, available core instruction materials, their resources, and their students' ability to access the curriculum. Under the current distance learning model, Bargaining Unit members shall be responsible for planning appropriate standards-based instruction and assessments, responding to parents and students within a reasonable amount of time (no more than two days), supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing student feedback, and reporting non-participation to the site administrator for additional outreach and follow up.

18. ~~The evaluation of teachers during the 2020-2021 school year will take into account and note the fact that non-traditional instructional methods are being required and implemented. The district shall postpone all tenured teacher evaluations for the 2020-2021 school year.~~

19. Bargaining Unit members shall provide information to families on accessing distance learning platforms, such as Google Meets, Seesaw, Google Classroom/Hangouts, and online curriculum.

a. The district will provide continuous training for the implementation of distance learning for certificated staff. This includes the aforementioned platforms, but is not limited to, technology training platforms and curriculum frameworks (e.g., Eureka, Wonders, Benchmark, et. al.)

20. To the greatest extent possible, Bargaining Unit members will continue to abide by Education Code Section 43503 (distance learning). On the occasion that circumstances beyond the control of the Bargaining Unit member occur, no disciplinary action will be initiated.

21. **The district will provide employees with leaves as afforded by district policies, the collective bargaining agreement, and state and federal law.** ~~The District shall provide any and all specific leave afforded employees related to the COVID-19 pandemic. As defined by Executive Orders, current law, regulations and guidance, no employee should have accrued leave deducted for taking time needed to comply with a medical professional's recommendations, including to self-quarantine, secure one's own health, or secure the health of one's household during the COVID-19 crisis. In the event any Bargaining Unit member may need to self-quarantine or become quarantined due to COVID-19, the Bargaining Unit member shall be paid full salary. All other non-related COVID-19 absences and leave requests will follow Article 3: Leaves of Absence.~~

22. If a certificated staff member needs to be absent, the certificated staff member shall follow established procedures for requesting a substitute and leave plans that will enable the substitute to provide a comparable level of service to the best of their ability. ~~If a grade-level colleague agrees to ensure that the certificated staff member's instructional plans are carried out during their absence, they shall receive the daily substitute rate of pay. In the event that a substitute is not available and a grade-level colleague is not able to assist, the district shall ensure that a comparable level of service and school connectedness is provided to the absent teacher's students for the duration of the absence.~~

23. A daily 40-minute preparation period will be adhered to as per our CBA.

24. The Bargaining Unit and the District recognize that for the 2020–**2021** school year (**EC 43501** ~~SB 98, page 92~~), the minimum school day for a local educational agency is as follows:

- a. 180 instructional minutes in kindergarten.
- b. 230 instructional minutes in grades 1 to 3, inclusive.
- c. 240 instructional minutes in grades 4 to 12, inclusive.

For distance learning, instructional time shall be based on the time value of assignments as determined, and certified to, by an employee of the local educational agency who possesses a valid certification document, registered as required by law. (**EC 43502** ~~SB 98, page 93~~)

25. The Bargaining Unit recognizes the professional responsibilities outlined in Article 8: Teaching Conditions.

This MOU resolves the negotiable effects of distance learning due to COVID-19. The District and/or Bargaining Unit reserve the right to negotiate any additional impacts related to COVID-19 and/or school reopening and/or additional school closures in the 2020-21 school year.

This MOU shall expire in full without precedent on June 30, 2021, unless extended by mutual written agreement **between the parties.**

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The District and Bargaining Unit agree all components of the current Collective Bargaining Agreement between the Bargaining Unit and District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.

Health & Safety

The District shall provide a safe working/educational environment. In addition to adhering to social distancing of 6 feet apart, the district agrees to provide all safety equipment, including but not limited to, providing personal protective equipment, sanitizing, and disinfectant supplies. The District shall ensure that all school work locations are properly sanitized before unit members return for the start of the school year. The District shall ensure that all sinks (including those located in staff break rooms, all bathrooms, cafeteria/kitchens, classrooms, and janitorial closets) are functioning with water and kept stocked with soap and paper towels or hand dryers. Hand sanitizer shall be provided for every classroom, workroom, workstation (for those unit members who do not have a traditional classroom), office, cafeteria, and break room. The District will complete the aforementioned in compliance with SB892 requirements.

The District and the Bargaining Unit further agree to the following:

1. Bargaining Unit members shall work remotely for the first trimester (August 10, 2020 through November 6, 2020). The parties agree to meet regarding possible implementation of other instructional models (e.g., blended and in-person learning) for the second trimester (November 9, 2020 through March 5, 2021) and the third trimester (March 8, 2021 through June 3, 2021).

2. While working under the current distance learning model, Bargaining Unit members shall continue to receive their full compensation and benefits. If extracurricular duties can and are performed, Bargaining Unit members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement.

3. Bargaining Unit members shall not be directed or required to report to their worksite in person while working under the current distance learning model.

4. District initiated meetings (e.g. faculty meetings, Professional Development, Back to School Night, Open House, etc.), will be conducted virtually while in Distance Learning.

5. Collaboration meetings (PLC's) will be conducted virtually while in Distance Learning.

6. Parent Conferences shall be held virtually while in Distance Learning.

7. Under the current distance learning model, Bargaining Unit members may access and work from their classroom/office worksite during school hours as they deem necessary. In the event a Bargaining Unit member enters a district worksite, they will digitally sign in and out and complete a digital wellness questionnaire. The Bargaining Unit member shall be responsible for following state, county, and local public health recommendations while at the worksite, including wearing a face mask and maintaining six feet physical distance between themselves and other individuals. Bargaining Unit members shall also respect individual instructional spaces while at the worksite.

8. To facilitate the best use of time/instruction; Bargaining Unit members will be issued hotspots if needed, for the duration of Distance Learning.

9. The District shall provide reasonable support to ensure Bargaining Unit members are able to effectively engage students on a daily basis. These supports may include professional development, online applications, or materials to enhance the teacher's ability to work remotely with students.

10. In the event it becomes safe to transition to an in-person learning model, the District and Bargaining Unit will mutually agree to an appropriate amount of transitional time between instructional models (a minimum of one work week). The same transitional time will be given in the event we must return to distance learning or another learning model if it becomes necessary due to COVID-19 restrictions and mandates.

11. The parties agree to follow S.B. 98 and all California laws concerning distance learning. (Education Code Section 43503)

12. Distance learning means instruction in which the student and instructor are in different locations and students are under the general supervision of a certificated employee of the District. Distance learning may include, but is not limited to: (Education Code Section 43500)

a. Interaction, instruction, and check-ins between teachers and students through the use of a computer or communications technology.

b. Video or audio instruction in which the primary mode of communication between the student and certificated employee is online interaction, video, or other instruction that relies on computer or communications technology.

c. The use of print materials incorporating assignments that are the subject of written or oral feedback.

13. Distance learning shall include the following: (Education Code 43503)

a. Confirmation or provision of access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work.

b. Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

c. Academic and other supports designed to address the needs of students who are not performing at grade level, or need support in other areas, such as English Learners, students with exceptional needs, students in foster care or experiencing homelessness, and students requiring mental health supports.

d. Special education, related services, and any other services required by a student's Individualized Education Program (IEP) with accommodations necessary to ensure that IEP can be executed in a distance learning environment.

e. Designated and integrated instruction in English language development including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning.

f. Daily live interaction (Google Meets, Seesaw, Google Classroom, Screencastify as examples) with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders.

g. If daily live interaction is not feasible as part of regular instruction, the governing board must develop, with parent and stakeholder input, an alternative plan for frequent live interaction that provides a comparable level of service and school connectedness.

h. The District and the Bargaining Unit recognize that the local educational agency that provides distance learning shall not be penalized for instruction provided before September 1, 2020, that fails to meet the requirements of this section. (SB 98, page 95)

14. Bargaining Unit members will be present during live instruction periods. Bargaining Unit members are not required to conduct live video of themselves (Education Code Section 51512).

15. Administrators may request to visit Google Meets and/or Zoom with prior notice to the Bargaining Unit member.

16. The District shall adhere to student participation and absenteeism requirements. (Education Code Section 43504)

a. The Bargaining Unit member will document daily participation for each student on each school day, in whole or in part, for which distance learning is provided.

b. Daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between employees of the District and students or parents or guardians. A student who does not participate in distance learning on a school day shall be documented as absent for that school day.

c. The District shall ensure that a weekly engagement record is completed for each student documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments.

d. A student who does not participate daily in distance learning shall be deemed absent by the District. The District shall use documentation of the absence for purposes of reporting its chronic absenteeism rates in its local control and accountability plan.

e. The District shall develop written procedures 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. These procedures shall include, but are not limited to:

i. Verification of current contact information for each enrolled student;

ii. Daily notification to parents or guardians of absences;

iii. A plan for outreach from the school to determine student needs including connection with health and social services as necessary.

17. Bargaining Unit members shall determine the means and method for providing distance learning based on appropriate standards-based instruction and assessments, available core instruction materials, their resources, and their students' ability to access the curriculum. Under the current distance learning model, Bargaining Unit members shall be responsible for planning appropriate standards-based instruction and assessments, responding to parents and students within a reasonable amount of time (no more than two days), supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing student feedback, and reporting non-participation to the site administrator for additional outreach and follow up.

18. The district shall postpone all tenured teacher evaluations for the 2020-2021 school year.

19. Bargaining Unit members shall provide information to families on accessing distance learning platforms, such as Google Meets, Seesaw, Google Classroom/Hangouts, and online curriculum.

a. The district will provide continuous training for the implementation of distance learning for certificated staff. This includes the aforementioned platforms, but is not limited to, technology training platforms and curriculum frameworks (Eureka, Wonders, Benchmark, et. al.)

20. To the greatest extent possible, Bargaining Unit members will continue to abide by Education Code Section 43503 (distance learning). On the occasion that circumstances beyond the control of the Bargaining Unit member occur, no disciplinary action will be initiated.

21. The District shall provide any and all specific leave afforded employees related to the COVID-19 pandemic. As defined by Executive Orders, current law, regulations and guidance, no employee should have accrued leave deducted for taking time needed to comply with a medical professional's recommendations, including to self-quarantine, secure one's own health, or secure the health of one's household during the COVID-19 crisis. In the event any Bargaining Unit member may need to self-quarantine or become quarantined due to COVID-19, the Bargaining Unit member shall be paid full salary. All other non-related COVID-19 absences and leave requests will follow Article 3: Leaves of Absence.

22. If a certificated staff member needs to be absent, the certificated staff member shall follow established procedures for requesting a substitute and leave plans that will enable the substitute to provide a comparable level of service to the best of their ability. If a grade-level colleague agrees to ensure that the certificated staff member's instructional plans are carried out during their absence, they shall receive the daily substitute rate of pay. In the event that a substitute is not available and a grade-level colleague is not able to assist, the district shall ensure that a comparable level of service and school connectedness is provided to the absent teacher's students for the duration of the absence.

23. A daily 40-minute preparation period will be adhered to as per our CBA.

24. The Bargaining Unit and the District recognize that for the 2020–21 school year (SB 98, page 92), the minimum school day for a local educational agency is as follows:

- a.** 180 instructional minutes in kindergarten.
- b.** 230 instructional minutes in grades 1 to 3, inclusive.
- c.** 240 instructional minutes in grades 4 to 12, inclusive.

For distance learning, instructional time shall be based on the time value of assignments as determined, and certified to, by an employee of the local educational agency who possesses a valid certification document, registered as required by law (SB 98, page 93).

25. The Bargaining Unit recognizes the professional responsibilities outlined in Article 8: Teaching Conditions.

This MOU resolves the negotiable effects of distance learning due to COVID-19. The District and/or Bargaining Unit reserve the right to negotiate any additional impacts related to COVID-19 and/or school reopening and/or additional school closures in the 2020-21 school year.

This MOU shall expire in full without precedent on June 30, 2021, unless extended by mutual written agreement.