

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NATOMAS UNIFIED SCHOOL DISTRICT  
AND  
NATOMAS TEACHERS ASSOCIATION**

**2021-22 School Year Negotiations**

**October 31, 2020**

The Natomas Unified School District ("District") and Natomas Teachers Association ("Association"), hereinafter collectively referred to as "the Parties", have a collective bargaining agreement that was ratified on September 23, 2019 and sunsets on June 30, 2021.

Recognizing the multiple challenges encountered by the COVID-19 pandemic, the Parties agree that providing stability and certainty is a shared goal, and in the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District, teachers and staff.

Additionally, the District seeks to protect long-term enrollment, which will allow NUSD to maintain certificated jobs and the valuable instructional minutes for students.

To this end, the Parties agree to the following revisions of the current collective bargaining agreement:

**A. Article I - Agreement**

C. Term - This contract will be in full force and effect until June 30, **2022** or until a new Agreement has been agreed to by both parties.

**B. Article II - Recognition**

1. Social Workers will be added to the bargaining unit as of January 1, 2021. Probationary period will be pursuant to Administrative Regulation 4216 and discipline procedures will be pursuant Administrative Regulation 4218.
2. A committee comprised of two (2) district representatives and two (2) NTA representatives will meet to develop social worker evaluation forms by the end of May 2021 to be prepared for the 2021-2022 year.

**C. Article IV - Salaries**

In order to provide consistency for our community through a clear plan with educational options, and in recognition of the efforts made by certificated bargaining unit members during this unprecedented time, the District agrees to the following:

1. For the 2020-21 school year: One-time payment equal to 2% of each bargaining unit member's annual base salary. This amount shall be paid in two installments as follows:
  - a. 1% of this off-schedule payment is paid in the January, 2021 pay warrant.
  - b. The second installment is paid in the May, 2021 pay warrant.
  - c. This one-time off-schedule payment does not replace the ongoing salary increase as previously negotiated that will take place in January, 2021.
2. For the 2021-22 school year:
  - a. The District will not conduct a particular kind of service (PKS) layoff for the 2021-22 school year.
  - b. 1.00% will be added to the 2020-2021 year all salary schedules effective July 1, 2021. 2.00% of each bargaining unit member's annual base salary will be provided in an off-schedule one-time payment on the October, 2021 pay warrant.

#### **D. Prior Memorandums of Understanding**

1. This MOU intends to address items with the scope of bargaining as we plan for a transitional learning option as the District faces the COVID-19 pandemic. Subsequently, when the contract is being re-negotiated for the 2022-23 school year, the language negotiated within this MOU and other MOUs negotiated in response to the COVID-19 pandemic, which are included as Attachment B, will be referred to in order to assist in developing a new article in the collective bargaining agreement for how the District will respond to future disruptions in school operations.

#### **E. Educational Models**

1. For 2020-2021 or until a vaccine or cure is developed during the 2020-21 academic year, it is recognized that the District may experience distinctly different educational models. The NUSD Board of Trustees will make the determination at any point of which model(s) it chooses to adopt based on state and local health officials' guidance and applicable public health orders.
  - a. **Distance Learning:** school sites are physically closed and there is no in-person instruction with the exception of cohort instruction that may be implemented per state and local guidance. **(Already negotiated)**
  - b. **Independent Studies:** This is for families, with a target of 10% or less of our students engaged in Independent Study districtwide, who have hours a day to commit to guiding their student's education. A teacher can support, but that support will be limited. **(Already negotiated)**
  - c. **Transitional Learning:** a combination of socially distanced in-person instruction and distance learning, with students cohorted to reduce the number of students on campus for a reduced number of days per week.
  - d. **Fully Open (Existing contract)**
2. The parties agree that if there is a transition from a more restrictive (i.e Distance Learning) to less restrictive model(s) (i.e. Transitional Learning):
  - a. Bargaining unit members will receive two (2) weeks' advance notice (14 calendar days) of the transition the first time such a transition is made. If by

November 30, 2020, the county is able to meet two consecutive weeks of the orange tier criteria then this would confirm the transitional learning option will start December 14, 2020; if the county remains in the red tier or better through November and December 2020, then this will confirm that the transitional learning option will start January 4, 2021 and will be dependent on Sacramento County's continued status in the red tier or better.

- b. On any subsequent transitions from more restrictive to less restrictive models, the bargaining unit members will receive at least two work days' notice.
- c. Any transition from a less restrictive model to a more restrictive model (i.e. from transitional learning to distance learning) will follow the guidance agreed upon in the July 23, 2020 Distance Learning MOU, which outlines one work day to transition back into distance learning.
- d. If Sacramento County turns purple after the transitional reopening, the district will follow the guidance agreed upon in the July 23, 2020, MOU. If Sacramento County remains in the purple tier for three (3) consecutive CDPH reporting periods, the District will return to distance learning, and within 2 days of returning to distance learning, both sides will meet and confer about staying in distance learning or returning to transitional learning, in accordance with Sacramento County Public health guidance
- e. If Sacramento County turns yellow or governmental guidance allows for larger reopening, both sides will meet and confer about the possibility of reopening fully (in alignment with any existing government guidelines at the time).

**3. Positions in the Transitional Model:** The District will work with members to complete any interactive process requests for potentially vulnerable staff by October 31, 2020 (or 2 work days upon full execution of this agreement) for initial consideration. Initial consideration means that the member has notified the district in writing that they may have one or more medical conditions that may not allow them to return to an in-person model. As a result of the interactive process, the employee will have three options to choose from:

- a. If the District determines a temporary modification is not required or does not exist, these bargaining unit members will provide in-person instruction upon the date approved by the Board; or
- b. These bargaining unit members may utilize the leaves available under the law. For the duration of this MOU, the District will also allow unit members to utilize current and accumulated sick leave to care for immediate family members, excluding differential leave, for COVID-19 related illnesses;
- c. For those bargaining unit members that are eligible for temporary accommodations, for the 2020-21 school year the District will designate 40 FTE to assignments that will allow bargaining unit members with temporary modifications to continue to work from home.
  - i. First priority will be given to staff eligible for temporary accommodations because they are in the high-risk group and may suffer adverse effects of COVID-19 should they be required to physically return to a school site, in order of seniority.
  - ii. Second priority will be given to staff that provide verification that they provide care for a medically compromised person, in order of seniority.

- iii. If after giving priority of assignment to above mentioned individuals, there is additional remote assignments available, the remaining assignments shall be filled through an application process, in order of seniority.
- iv. The district and NTA shall jointly review the list of unit members that requested or need temporary accommodations based on the above set priorities.

**F. Instruction in Transitional Learning** (Attachment A provides details about daily schedule and minutes)

1. The first five (5) instructional days of transitional learning (December 14 - December 18 or January 4 - January 8) will be converted to minimum student instructional days:
  - a. TK-8 Schools (if a school starts later than 8:00 am as indicated below, then each of the times will be adjusted to reflect a later start time and therefore a later end time for each of the time blocks in i. - v.)
    - i. Monday will focus solely on Cohort A for in-person learning from 8:30 AM to 10:30 AM. Students will be assigned asynchronous work for the remaining minutes as required by SB 98. From 8:00-8:30 there will be a class meeting with Cohorts B and C to check-in and make sure asynchronous work is understood and provided per SB 98.
    - ii. Tuesday will focus solely on Cohort B for in-person learning from 8:30 AM to 10:30 AM. Students will be assigned asynchronous work for the remaining minutes as required by SB 98. From 8:00-8:30 there will be a class meeting with Cohorts A and C to check-in and make sure asynchronous work is understood and provided per SB 98.
    - iii. Wednesday will focus solely on Cohort A for in-person learning from 8:30 AM to 10:30 AM. Students will be assigned asynchronous work for the remaining minutes as required by SB 98. From 8:00-8:30 there will be a class meeting with Cohorts B and C to check-in and make sure asynchronous work is understood and provided per SB 98.
    - iv. Thursday will focus solely on Cohort B for in-person learning from 8:30 AM to 10:30 AM. Students will be assigned asynchronous work for the remaining minutes as required by SB 98. From 8:00-8:30 there will be a class meeting with Cohorts A and C to check-in and make sure asynchronous work is understood and provided per SB 98.
    - v. Friday all cohorts will engage in a minimum day Distance Learning day.
  - b. Secondary Schools shall be minimum days all 5 days
  - c. Minimum student instructional days will be used to practice health and safety protocols and procedures with students and staff, and to generally re-acquaint students to the expectations of attending school in-person during transitional learning.
  - d. School sites will be closed to the public at the conclusion of the minimum student instructional days for the remainder of the members' work day for activities such as: staff receiving training and professional development, preparing work spaces, collaborating with colleagues wherever relevant, etc.
  - e. Cohorts

- i. Class rosters will be split into cohorts as outlined for elementary and secondary in Attachment A. Elementary, TK-8 schools and Discovery High School will follow an A/B schedule for all grades. All remaining secondary programs will follow an A/B/C schedule to maintain smaller class sizes for in-person instruction. The total number of students on a class roster will align with the collectively bargained class size language.
  - ii. Classes would be balanced to the best of the site administrator's ability as equal students in each cohort. General cohort size will be limited by the social distancing guidelines provided by state and local health departments. As of now that distance is six feet.
  - iii. The cohorts that are not in-person shall engage in the class via distance learning to receive daily live instruction along with their peers who are attending class in-person.
  - iv. The District acknowledges that some families may opt for their student to remain in Distance Learning regardless of being a member of any cohort. These students will attend class via Distance Learning to receive daily live instruction five days per week, and this will further reduce the number of students who will be present for in-person instruction.
2. The District acknowledges that, while it is expected that staff members are engaging in live interaction with cohorts of students who may be in Distance Learning while the teacher may be on site in a classroom with other students:
  - a. The use of cameras in the classroom setting are limited to what is used for daily live interaction for distance learning (i.e. Zoom, Google Meet, etc.).
  - b. Teachers have the ability to mute microphones and turn off cameras for all students if they are handling a specific situation in the classroom that has disrupted the learning environment for students, or during non-instructional times.
  - c. Teachers may take advantage of voluntary trainings that are focused on ensuring that teachers are aware of the various capabilities and settings afforded in the virtual platform geared toward providing protection and controls against students recording instruction without teacher consent
  - d. Teachers must give consent for students/parents/guardians to record them at any time, including during instructional time. Nothing in this section is meant to interfere or waive certificated employees' rights under Education Code.
  - e. Teachers may choose to provide pre-recorded videos to students as an additional support or as a part of a student's homework.
3. For both elementary and secondary education, SB 98 states "In-person instruction" means instruction under the immediate physical supervision and control of a certificated employee of the local educational agency while engaged in educational activities required of the pupil. In addition, teachers will be expected to provide daily instruction for the full number of daily instructional minutes

utilizing some of the flexibility provided through SB 98 for daily instruction, and are outlined in the table below.

- a. There may be circumstances that require a teacher to be in a remote setting while delivering live instruction to students who are in-person in a classroom setting. In this case, in alignment with Ed Code 45344 at a minimum, a classified staff member or substitute teacher will be designated to provide oversight and support to students in the classroom while teachers are leading instruction virtually.
4. While in transitional learning, students who are participating in PE, Visual and Performing Arts (VAPA), Career Technical Education (CTE), and/or lab-based classes via distance learning (either because their cohort is in distance learning that day or because the student has opted to remain in distance learning for the designated time), may be assigned asynchronous assignments that cannot be properly replicated online.
    - a. For any days that the student is assigned asynchronous work, the teacher will still be required to take attendance with the students who will virtually check-in to class at the beginning of their assigned class period. In addition, the students' asynchronous work assignments will be collected to demonstrate engagement and participation in the course.
    - b. There may be days where the teacher is delivering instruction in a manner where it is appropriate for the students who are in distance learning to virtually attend some or all of the class period that day along with the in-person students.
  5. Special day classes (SDC) PK-12, with a class size of under 15 students, after consultation of the SDC teacher, may not be required to split into cohorts and may meet every day, as long as safety protocols are followed. It is understood that there will still be a percentage of students on any given class roster that might opt to remain in distance learning full-time and will still receive daily live instruction by the same SDC teacher while in distance learning.
  6. For students who, as a part of their IEP, typically mainstream, the following processes will be in place:
    - a. Students who will not wear a mask, but do not meet the legally defined exemptions, will receive instruction through distance learning.
    - b. For students who are unable to wear face coverings due to a specific condition that is legally included as an exemption, these students will only be allowed to attend their dedicated SDC class but will be socially distanced as required by government guidance which is currently six feet whenever feasible and when not receiving required services for toileting and will receive mainstreaming time into a general education classroom via a distance learning model.
    - c. For students who are able to wear face coverings, these students will attend classes along with their designated cohort, whether in-person or via distance learning.
  7. Special education teachers, including RSP teachers, who are responsible for providing instruction to students will either provide push-in support or pull-out

support as appropriate based upon the in-person enrollment in the classroom. IEPs may need to be amended using SEIS and the SB 98 Emergency Form if support services are not provided as specifically stated in a student's IEP.

8. The Parties acknowledge that Special Education case managers are in the process of getting current with IEPs and assessments. As such, each Special Education case manager will be compensated at an extra duty rate of pay (\$60/hour) up to 40 hours (prorated for part-time unit members) and/or additional assistance can be provided by hiring sub/aide or contracted employee.
9. Related service provided by bargaining unit members will be provided as appropriate, either in-person or virtually. If in-person services are provided, staff and students will comply with all safety protocols and cases will be properly distributed to staff to limit cross-site services to the extent feasible.
  - a. NTA and NUSD will meet regarding negotiable items, impacts, and effects, on working conditions due to the Transitional Learning Model for all non-classroom certificated positions. Examples include, but are not limited to, the following: Counselors, Speech and Language Pathologists, Nurses, and specific Special Education specialists.
10. Site administrators, understanding that bargaining unit members are working under unprecedented times shall not evaluate members based on technological issues beyond their control (eg. if a teacher has to turn off Zoom, Google Meet, etc.). Digital platforms will be implemented at the teacher's discretion to achieve the objectives of teacher-led daily instruction. It is understood that this year presents new challenges that all staff will be facing. Since the Transitional Learning Model is new to all unit members, consideration shall be given to the fact that unit members will be learning new modalities, and transforming curriculum for the online platforms of instructional services, and an emphasis will be placed on providing constructive feedback to support growth with these new modalities.

## **G. COVID-19 Testing and Contact Tracing**

1. The District has partnered with Sacramento County Public Health with an in-district testing center ("Partner"). The District commits to remaining a partner as long as Partner allows and based on acceptable terms. Starting September 15, 2020, District staff will be offered free COVID Testing at the testing center. The District has trained contact tracers to assist in identifying where point of infections exist. If Contact Tracing shows an employee was exposed and contracted COVID-19 from school related business, that employee will not be subject to any loss of sick days during the 2020-21 school year.
2. The Sacramento County Office of Education, Sacramento County Public Health, Natomas Unified, and the Natomas Teachers Association are committed to the health and safety of all students and staff. Sacramento County Public Health will continue closely monitoring the rate of infection in Sacramento County. As public health guidelines change, the District will adapt and modify plans. We will work

together with our students and families to keep our children safe as we transition to our new approach to educating students. (SC2020-21 page 8)

3. In order to assist with contact tracing when necessary, it is understood that teachers will be expected to log and enforce strict seating charts for students attending in-person.
4. When it is determined through contact tracing that students and/or staff have been exposed to a person with a confirmed case of COVID, both the relevant students and staff will be required to quarantine. This does not however, always mean that an entire class, grade level, or school will be closed.
  - a. Teachers who are required to quarantine, whether as a result of an exposure to COVID through work or other circumstances, and those who may be awaiting the results of COVID testing but are still able to perform their daily duties, may teach remotely for the relevant day(s) without using sick leave. It is understood that the teacher will communicate with site administration as soon as possible so that the site can coordinate for a staff member to support students in the classroom while the teacher is leading instruction virtually (according to Section F., 3. a. above). Teachers will be required to return to the classroom to provide in-person instruction immediately following the quarantine period.

## **I. Other Considerations**

1. Transitional Learning Committee
  - a. A committee comprised of four (4) NTA representatives and four (4) district representatives will meet at least three times during the 2021-22 school year to review each of the educational models negotiated and provide feedback to the Board of Trustees and the NTA Board.
2. The August 3, 2020, Guidance from the California Department of Public Health has indicated that "School districts and schools should ensure that staff are tested periodically by their primary care provider or by referring teachers to a community testing site, as testing capacity permits and as practicable." NUSD will encourage 12.5% of staff, per week, based on an alpha list, to get tested either through the employee's primary care doctor, the NUSD COVID testing center, or a community testing site. Human Resources will send out a staff reminder, monitor completed tests, and will ensure that staff are provided testing information and options on a two-month rotation.
3. Staff and students who do not pass the health screening shall be denied entry. Staff and students who do not pass the health screening or begin to display symptoms consistent with COVID-19 during the school day or work day will be sent home or sent to the school-identified isolation room (sick room). Students in the isolation room shall be supervised by the principal or trained designee. The District will inform NTA when such a staff member or student has cleared Sacramento County's guidelines for return to school/workplace.
4. Upon start of the Transitional Learning model, NUSD will maintain a COVID dashboard to meet AB 685 requirements utilizing existing examples such as Poway

Unified School District, who has a webpage dedicated to providing the necessary information for staff. AB 685 requires employers to provide notice of potential COVID-19 exposures in the workplace within one business day of being informed of a confirmed positive case in the workplace. Employers must:

- a. Provide written notice to all employees, and the employers of all subcontracted employees, who were at the worksite within the infectious period who may have been exposed to COVID-19.
  - b. Provide written notice to the exclusive representative (union), if any.
  - c. Provide written notice to all employees who may have been exposed, and their exclusive representatives, of the COVID-19 related benefits that employees may be entitled to under federal, state, or local laws, such as workers' compensation and COVID-19 leave, paid sick leave, as well as provide the company's anti-discrimination and anti-retaliation policies.
  - d. Provide all employees and subcontracted employees and the exclusive representative, notice of the disinfection and safety plan the employer plans to implement and complete per the federal Centers for Disease Control (CDC) guidelines.
5. A Virtual Academy Program or School will be developed to retain students. The school plan will either be developed prior to March 1, 2021 when the Transfer and Reassignment window opens, or as appropriate/necessary, a special Transfer and Reassignment window will be held before the Virtual Academy is staffed. Any item(s) impacted by the implementation of this program that is within the scope of bargaining will be negotiated with NTA.
- a. A paid committee of equal members of both NTA members and NUSD Leaders will be developed jointly and agreed to before November 16th. Parties will jointly establish how many members will serve on the committee, goals of the committee, and how often the committee will meet.
  - b. Each party will appoint its own committee members, and at no point shall the committee make decisions that are within the scope of negotiations.
6. It is understood that consumable materials and manipulatives may be necessary and appropriate for student use while they are participating in daily instruction through distance learning. Site administration will work with grade level/subject area teams to ensure that the appropriate materials are purchased in a timely manner and a schedule for distribution is developed with staff and communicated with families.
7. Teachers will be provided with microphones for in-person instruction, if requested, and students will be provided with their own headsets that include microphones.
8. Bargaining unit members will be provided with plexiglass barriers for their workspace/desk where not currently provided, if requested. Teachers will have a 6 foot socially distanced place in the classroom in a location that allows teacher to address the in-class students and the virtual learners at home at the same time.
9. In accordance with applicable Education Code and legislation related to our response to COVID-19, notifications will be sent to families regarding student non-

compliance with safety protocols as an addendum to the current student handbook. Once completed, this addendum will be forwarded to bargaining unit members.

- a. A parent and/or a student who refuses to have a student comply with safety protocols in alignment with state and local guidance, will be required to participate through distance learning rather than in-person, which is what the District offers as an alternative educational opportunity for students who are excluded from campus. [August 3, 2020, CDPH Guidance for Schools and School-Based Programs]

10. The Parties agree that, for the 2020-2021 school year, if there is space available in a teacher's in-person classroom setting consistent with State and County orders regarding small cohort size, such teacher may bring their school-age child(ren) to work with them, regardless if the child(ren) is/are [a] student(s) in the District or another district. Prior to bringing a school aged child(ren) to work, the Parties agree that the unit member shall complete a liability waiver, shall ensure that their child(ren) wears a face mask, maintains social distancing and is not disruptive to student instruction and/or other school business. If a specific classroom is at its determined maximum capacity, the Parties agree that the teacher may not bring their child into their in-person class. In this event, the District encourages the unit member to work with their site administrator to determine if there are any other options for the unit member's child on-site. The unit member's child(ren) must maintain social distancing protocols among all other children and staff.
11. If parents wish to change their child's designation from virtual learning to in class learning after the start of the new transitional model, they must wait for a minimum of 6 weeks from the start of the new transitional model. Due to the need for training students on campus safety protocol and maintaining consistency to the new transitional model, further students redesignation will be limited to the first Monday of each month, except for extenuating circumstances approved by the Chief Academic Officer, for situations such as parents being required to return to a physical work location. Each site will provide a student safety orientation for students that return to the live model.
  - a. Newly enrolled students shall be limited to distance learning for at least one cohort rotation to allow for orientation, proper safety protocol procedures, and maintain consistency.

J. Preschool Program (Including SDC) - As quickly as practicable, and when guidance becomes available, a workgroup of three NTA members appointed by the NTA bargaining team will convene and develop a transitional learning plan in collaboration with district representatives.

Nothing in this agreement should be interpreted as restricting access to appropriate educational services.

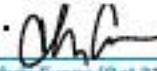
The Parties agree to continue to collaborate to discuss items that need to be addressed upon coming to agreement in this MOU.

It is understood that things not specifically addressed here that are covered by either the collective bargaining agreement or prior MOUs addressing the COVID-19, like safety protocols, contact tracing, teaching and programmatic expectations, and addressing Individualized Education Plans (IEP), remain in effect.

The undersigned represent that they are authorized to execute this MOU.

For the District:

For the Association:

  
Chris Evans (Oct 31, 2020 16:35 PDT)  
Oct 31, 2020  
Chris Evans, Superintendent

  
Brenda Borge (Oct 31, 2020 16:18 PDT)  
Oct 31, 2020  
Brenda Borge, NTA President

# Attachment A

The following schedules represent a transition from full distance learning to an eventual in-person reopening.

Component	Elementary	Secondary																				
<b>Transitional Learning Instruction</b>	<p><b>Live Instruction</b>                      Certificated staff will provide no less than 2 hours, 45 minutes of live instruction to each cohort per day (either in-person or virtually, depending on the student cohorts, explained below), which can include whole group, small group, inclusion support, co-teaching, push in support or a combination thereof based on student needs through Zoom or Google Meet, or the appropriate platform (related services)</p> <p>Certificated staff will begin the day with the in-person cohort with 30 minutes of live, dedicated time. Immediately following this dedicated time, the cohort participating via distance learning will join for 2 hours, 15 minutes of live instruction with the in-person cohort. At the conclusion of this block of time, the in-person cohort will be dismissed, and there will be a 15-minute break prior to the cohort participating via distance learning receiving 30 minutes of live, dedicated time. Designated ELD* will be provided to students 20 minutes per day in groups or individually which shall be included in the synchronous</p>	<p><b>Live Instruction</b>                      Certificated staff will provide live instruction each day (either in-person or virtually, depending on the student cohorts, explained below) based on the period schedule included below, which can include whole group, small group, inclusion support, co-teaching, push in support or a combination thereof based on student needs through Zoom or Google Meet or the appropriate platform (related services) with in-person and virtual cohorts concurrently as a whole group.</p> <p><b>Schedule:</b></p> <ul style="list-style-type: none"> <li>Class will be divided into three cohorts (Cohort A, Cohort B and Cohort C)*.</li> <li>Each cohort will alternate in-person attendance each day of a school week:</li> </ul> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="background-color: #cccccc;">M</th> <th style="background-color: #cccccc;">T</th> <th style="background-color: #cccccc;">W</th> <th style="background-color: #cccccc;">Th</th> <th style="background-color: #cccccc;">F</th> </tr> </thead> <tbody> <tr> <td style="background-color: #ffe0b2;">A <small>In person</small></td> <td style="background-color: #b2e0ff;">B <small>In person</small></td> <td style="background-color: #b2e0ff;">C <small>In person</small></td> <td style="background-color: #ffe0b2;">A <small>In person</small></td> <td style="background-color: #b2e0ff;">B <small>In person</small></td> </tr> <tr> <td style="background-color: #b2e0ff;">C <small>In person</small></td> <td style="background-color: #ffe0b2;">A <small>In person</small></td> <td style="background-color: #b2e0ff;">B <small>In person</small></td> <td style="background-color: #b2e0ff;">C <small>In person</small></td> <td style="background-color: #ffe0b2;">A <small>In person</small></td> </tr> <tr> <td style="background-color: #cccccc;"></td> <td style="background-color: #b2e0ff;">B <small>In person</small></td> <td style="background-color: #b2e0ff;">C <small>In person</small></td> <td style="background-color: #ffe0b2;">A <small>In person</small></td> <td style="background-color: #b2e0ff;">B <small>In person</small></td> </tr> </tbody> </table> <p><i>The cohorts that are not in-person shall engage in the class via distance learning to receive daily live instruction.</i></p> <p><b>The last three days of the semester will remain minimum days, with all students completing their</b></p>	M	T	W	Th	F	A <small>In person</small>	B <small>In person</small>	C <small>In person</small>	A <small>In person</small>	B <small>In person</small>	C <small>In person</small>	A <small>In person</small>	B <small>In person</small>	C <small>In person</small>	A <small>In person</small>		B <small>In person</small>	C <small>In person</small>	A <small>In person</small>	B <small>In person</small>
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	<p>instruction per day.</p> <p><b>Schedule:</b></p> <ul style="list-style-type: none"> <li>Class will be divided into two cohorts (Cohort A and Cohort B)*.</li> <li>Each cohort will alternate in-person attendance each day of a school week:</li> </ul> <table border="1" data-bbox="527 499 930 726"> <thead> <tr> <th>M</th> <th>T</th> <th>W</th> <th>Th</th> <th>F</th> </tr> </thead> <tbody> <tr> <td>A In person</td> <td>B In person</td> <td>A In person</td> <td>B In person</td> <td>A In person</td> </tr> <tr> <td>B In person</td> <td>A In person</td> <td>B In person</td> <td>A In person</td> <td>B In person</td> </tr> <tr> <td></td> <td>A In person</td> <td>B In person</td> <td>A In person</td> <td>B In person</td> </tr> </tbody> </table> <p><i>The cohorts that are not in-person shall engage in the class via distance learning to receive daily live instruction.</i></p>	M	T	W	Th	F	A In person	B In person		A In person	B In person	A In person	B In person	<p><b>final assessment in a virtual format.</b></p> <p><b>High Schools and K-8</b> <b>7th/8th</b> 45 min. Periods daily x 6 periods</p> <p><b>Middle School</b> 37 min. Periods daily x 7 periods</p> <p><b>Discovery HS</b> 37 min. Periods daily x 8 periods</p> <p><b>LGA</b> 70 min. Periods daily x 4 periods 5 min passing periods</p>								
M	T	W	Th	F																		
A In person	B In person	A In person	B In person	A In person																		
B In person	A In person	B In person	A In person	B In person																		
	A In person	B In person	A In person	B In person																		

*\*Subject to class size limits due to the Transitional Learning Model, foster/homeless students will have the opportunity to attend five (5) days a week to address severe learning gaps.*

<b>Duty-Free Teacher Lunch/Student Lunch &amp; Breaks</b>	35 minutes (lunch) One (1) 15-minute break that will be between the live instruction and the DL cohort's designated 30 minutes of time.)	35 minutes (Student Lunch between periods)
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<b>Prep time</b>	<p>[15 min of the time scheduled at the start of the in-class instructional day is not included in the prep time below]</p> <p>60 minutes per day (1st-6th)</p> <p>43 minutes per day (TK/K)</p> <p>(plus weekly time with PE, Spanish teachers)</p>	<p>15 min of the time is scheduled at the start of the in-class instructional day and this time is part of prep below</p> <p><b>High School</b> One class period and an additional 42 minutes daily</p> <p><b>Middle School</b> One class period and an additional 21 minutes daily</p> <p><b>K-8 7th/8th</b> One class period and additional 30 minutes daily</p> <p><b>DHS</b> One class period</p> <p><b>LGA</b> One class period and an additional 45 minutes daily</p>
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		Properly socially distance for advisory classes.
<b>Independent Student Work Time /asynchronous assigned by teacher</b>	75 minutes	As assigned by each course
<b>Intervention/ Acceleration</b>	Built into instructional minutes (20 minutes)	Built into specific courses
<b>Office Hours/Small Group Tutoring/ Individualized Learning/availability</b>	50 min	60 minutes <u>(as in D.L. - for all High Schools: Wed. collab/staff meetings are held during this time)</u>
<b>Total Work Day (Teacher)</b>	<b>TK/K:</b> 368 minutes <b>1st-6th Grade (Self-Contained):</b> 385 minutes  See attached sample schedule below.	<b>Middle School/7-8:</b> 420 minutes <b>High School/Continuation:</b> 432 minutes <b>LGA:</b> 450 minutes

<b>Bell Schedule</b>
<b>15 minutes prep (arrival time)</b>
<b>30 minute In person cohort</b>
<b>135 minutes together</b>
<b>Break 15 minutes</b>
<b>Online 30 minutes</b>
<b>Lunch 35 minutes</b>
<b>15 minute break</b>
<b>Office hour 50 minutes</b>
<b>Prep 1-6: 60 Tk-k: 43</b>
<b>TOTAL TK-K 1-6: 385 TK-K: 368</b>

# Attachment B

List of Memorandums of Understanding to be referred to in development of new article once contract is open for negotiations:

- COVID-19 Response Related to K-12 Independent Studies MOU: May 18, 2020
- Hybrid and Distance Learning Options and Pandemic Safety Protocols MOU: May 19, 2020
- Distance Learning MOU: July 23, 2020
- In-person Supplemental Cohorts: September 30, 2020
- 1:1 In-person Assessments: September 30, 2020