

MEMORANDUM OF UNDERSTANDING
Between STOCKTON UNIFIED SCHOOL DISTRICT
and STOCKTON TEACHERS ASSOCIATION

REGARDING
STUDENT INTERVENTION COHORTS
DURING THE COVID-19 CONTEXT

The Stockton Unified School District (“District”) and Stockton Teachers Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding implementation of student intervention cohorts related to the coronavirus (“COVID-19”) pandemic and the 2020-2021 school year.

The Parties recognize the unique instructional support needs faced by many students during the pandemic and seek to implement in-person instructional student cohorts as per California DOE guidelines. This MOU allows for an “intervention” format of such cohorts as an adjunct student support outside of normal contractual hours.

The District and Association agree as follows:

1. Definition

- a. For the purposes of this MOU, an “intervention cohort” refers to an ongoing consistent group of students with one or more instructional staff meeting outside contract hours supplementally to their school day.
- b. Per California guidance, the combination of students and staff in any instructional cohort must never be greater than sixteen (16) in the course of a week-long period, regardless of whether all cohort-members are present at the same time. Accordingly, no student or staff member may be part of more than one cohort at a time.
California cohort guidelines for reference:
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/small-groups-child-youth.aspx>
- c. Pending clarification on regulations, student enrollment within a cohort may potentially be modified. However, enrollment changes must be kept to a minimum per state guidelines. The intent of cohorts is to be a single consistent ongoing group of sixteen (16) or fewer.

2. Staffing and Hours

- a. Intervention cohorts shall be staffed on a voluntary paid basis.
- b. Intervention cohort instructional time must only occur outside contract hours, to follow one of the following two timeframes:



- i. Cohorts scheduled for an ongoing-weekly basis must only be scheduled before or after contract hours on school days, and only to last 1, 1.5, or 2 hours (e.g. 2:30pm-4:00pm, 2:30pm-4:30pm, or even before school if the site and teacher agree). Specific days of the week and times-per-day may vary by site/cohort as long as the site is explicit before teacher commitment. A cohort's schedule must only shift with mutual approval by site and affected cohort teacher(s).
 - ii. The District also reserves the option to offer intervention cohorts on an "intercession" time frame, lasting a pre-defined number of non-school weekdays. The days need not be consecutive, and may be scheduled for 3, 3.5, or 4 hours per day used for the intercession.
- c. Teachers staffing a cohort shall use a daily attendance log to track student attendance.
- d. Cohort instructor absences may result in substitute coverage or cancellation on a site-discretion basis as needed. Instructors are to notify their administration any time they expect to be absent (from instructing an intervention cohort).
- e. Cohort instruction shall be compensated according to the teacher's hourly rate, based on the scheduled hours of the cohort. Once at least 50% of a cohort time slot has elapsed on any given day, if no students are in attendance the teacher(s) shall be considered in fulfillment of their cohort responsibilities for the day and will be accordingly compensated for 100% of the scheduled cohort time.

3. Format and Composition

- a. Cohorts may take any of three formats below:
 - i. **Credits-focused.** Cohort engages in full-course makeup (such as in-person Cyber High / APEX) or another mechanism for multiple forms of credit accrual/recovery.
 - ii. **Growth-focused.** Cohort teacher provides in-person supplemental instruction (to include direct instruction and interactive instruction) for attending students based on identified student needs (grade-level content mastery);
 - iii. **Differentiation-focused.** Students who are already part of a self-contained class during the school day, then additionally attend as a cohort for in-person support regarding their self-contained course.
- b. When seeking instructors for a cohort, sites must clarify what the intended format, workload expectation, and time commitments are for the cohort being considered.
- c. Student enrollment in cohorts shall be at site/District discretion based on identification of student needs.



4. Health and Safety

- a. Sites shall adhere to state and local guidelines for health and safety.
- b. Site administrators shall disclose cohort-implementation logistics to all staff. This includes health and safety procedures covered in site plans (online daily-symptom-check vs. on-site check-in, student site/restroom access, PPE/sanitizer access, etc.) as well as general practical concerns such as student Chromebook access and how administrative oversight (logistics, discipline, etc.) mirrors or differs from the site's during-school-hours norms.
- c. The parties recognize that intervention cohorts operate under different guidance from general school openings. *(For example: Subject to state guidance, cohorts are not inherently prevented from opening/operating during purple tier. Different forms of stay-home orders or shelter-in-place may or may not impact cohort meetings.)*
- d. General COVID protocols (local, state, federal) remain in effect. This includes notifications, contact tracing, symptoms pausing someone's site access for either a time frame or until a negative-test, positive-tests pausing a cohort or triggering a switch into Distance Learning temporarily for the cohort, etc.
- e. Intervention cohorts may begin meeting in either of two timeframes (whichever occurs sooner):
 - i. As early as January 19, 2021, or
 - ii. As early as January 4 if COVID-19 case rates are below 14.0/100k for San Joaquin County and Stockton respectively.

All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this agreement shall remain in full effect. This MOU is being entered solely under the context and circumstances of the COVID-19 and sets no precedents and shall be extended or modified by mutual written agreement. The District and/or Association reserve the right to negotiate any additional impacts related to intervention cohorts.

For the Association:

JAB-Perez 01 / 07 / 2021

E. Lopez 01 / 07 / 2021

For the School District:

B. Biedermann 12 / 09 / 2020

Brian Biedermann 12 / 09 / 2020
