

**Tentative Agreement Between the Piedmont Unified School District and The Association of  
Piedmont Teachers**

**COVID-19 Memorandum of Understanding  
April 2, 2020**

**PUSD: Randall Booker, Cheryl Wozniak, Adam Littlefield, Michael Corritone  
APT: Gabriel Kessler, Ashley English, Katie Terhar, Jennifer Gulassa, Janine Mortan**

**Signed electronically on April 2, 2020 at 8:48pm**

**Priorities for Distance Learning**

**Memorandum of Understanding Effective Date: April 2, 2020 - June 30, 2020**

**California Department of Education - Distance Learning Definition**

For the purpose of this guidance, “distance learning” means instruction in which the student and instructor are in different locations. This may include interacting through the use of computer and communications technology, as well as delivering instruction and check-in time with their teacher. Distance learning may include video or audio instruction in which the primary mode of communication between the student and instructor is on-line interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology. It may also include the use of print materials incorporating assignments that are the subject of written or oral feedback. (<https://www.cde.ca.gov/ls/he/hn/distancelearning.asp>)

**PUSD Goals for Distance Learning (in priority order)**

1. To provide opportunities for students to maintain social and intellectual connections within their school communities.
2. To provide opportunities for practice and engagement in the essential learning and core content standards already taught to keep students from falling behind.
3. To provide opportunities for new instruction and supports on the essential learning outcomes in literacy and math at the elementary level and at the secondary level, essential standards in each content area.

**Executive Order N-26-20**

“The District will follow Governor Newsom 's Executive Order N-26-20 which states that Local Education Agencies (LEAs) will “Continue delivering high-quality educational opportunities to students through other options, distance learning and independent study” by providing a Distance Learning Plan to guide learning and instruction within Piedmont Unified during COVID-19 related school closures. This Executive Order requires a Distance Learning Plan that will provide ADA protection and recovery to the District during these unprecedented school closures.”

## **Salary, Benefits, Leaves**

1. All bargaining unit members shall receive full pay and benefits as provided for in SB 117, passed as urgency legislation on March 16, 2020, and as set forth in Executive Order N-26-20, dated March 13, 2020, for so long as the school site facilities closure and student dismissal continues.
2. Sick, personal, or extended illness leave will not be deducted from any unit members who contract coronavirus during the school site closure and student dismissal period. Confirmation with a doctor's note is required. Additionally, that member will not be required to provide Distance Learning during the period of the illness.
3. Unit members are entitled to the provisions of the Families First Coronavirus Response Act (FFCRA).
4. When members cannot provide distance learning due to illness, colleagues at their site may be asked to serve as a substitute and will be compensated at the E-10 rate.
5. If a bargaining unit member contracts an illness that is not related to Coronavirus and cannot fulfill their professional responsibilities for distance learning, the bargaining unit member can use sick leave. If the employee exhausts their sick leave they will be placed on Extended Sick Leave for up to 100 days per school year) with differential pay as described in Article X - Leaves of the Collective Bargaining Agreement, and California Education Code.

## **Adjunct Duties and Committees**

1. Unit members shall not be required to make up adjunct duty assignments missed as a result of the emergency school closure. Adjunct duties scheduled during the closure are canceled and will not be rescheduled.
2. Members serving on District and Site Committees will inform their administrator if they are unable to continue serving during school closure and will not receive negative consequences for their decision. Committees may continue to meet if a representative majority of members are able to participate. District-wide committees may continue to meet if representatives from all levels are able to participate.

## **Right to Bargain Changes in Working Conditions Due to COVID-19**

1. Before implementing changes that impact the working conditions or responsibilities of Association members, the District will inform APT and bargain those changes.
2. If school closure and student dismissal is extended beyond May 1, 2020, negotiating teams for both PUSD and APT will reconvene to review this MOU before extending or revising any agreements.

## **Return to School and Safety Conditions**

1. Upon the State/County/District determination that schools are safe to re-open during the 2019 -2020 school year, the District shall provide all unit members a minimum of two paid workdays to prepare for the return to the classroom with students.

2. In the event that schools are closed through the end of the 2019 - 2020 school year, Negotiating teams will reconvene to negotiate the impact of opening classrooms in the fall.
3. The District shall ensure that all school sites are adequately sanitized before unit members return and shall ensure that all sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, libraries and janitorial closets) are kept stocked with soap and paper towels. Hand sanitizer shall be provided for every classroom, bathroom, workroom, workstation (for those unit members who do not have a traditional classroom), office, cafeteria, and outdoor area.

## **Distance Learning Hours and Professional Responsibilities**

### **A. Professional Development**

1. All professional development shall be considered part of the unit member's workday and shall be offered during regular work hours. Professional development offered will be in support of distance learning expectations and best practices. Online professional development shall be completed at the unit member's discretion.
2. A concerted effort will be made to utilize the knowledge and expertise of unit members. Unit members who are responsible for planning staff development outside of their normal work hours will be compensated at the E10 rate upon prior approval with the Director of Instructional Technology.
3. For those members who are unable to complete the teacher-directed professional learning day as planned or for members who had planned to attend the professional learning day in June, training and professional development completed in response to COVID-19 impact may be counted toward a teacher's Teacher-Directed Professional Learning Time (see Appendix H of the APT-PUSD Contract) for 2019-2020.

### **B. Responsibilities for Instruction**

Unit members shall determine the means and method of providing online or distance learning based on student need as well as the unit members' professional expertise and judgement. In recognition of the need to maintain connections with their students and to provide meaningful feedback, unit members at all levels agree to use a variety of methods such as synchronous platforms, video, and online discussions.

PUSD will provide guidelines and recommendations for schedules and best practices.

## **Elementary School**

1. Elementary teachers will provide content lessons, opportunities for synchronous and asynchronous learning, offer feedback, and maintain connections with students. At each grade level teachers will be responsible for providing the following number of hours of instruction and activities:
  - a. TK will provide 1 hour of pre-academic and play based activities daily
  - b. K - 1st grade will provide 1 hour 40 minutes of practice and learning daily
  - c. 2nd - 5th grades will provide 2 hours 15 minutes of practice and learning daily
2. At TK - 3rd grades each elementary grade level, will meet synchronously with students at least once per week on a weekly basis. At 4th - 5th grades each elementary grade level, will meet synchronously with students at least twice per week on a weekly basis.

## **Middle School**

3. Middle school teachers will provide content lessons, opportunities for synchronous and asynchronous learning, offer feedback, and maintain connections with students on a weekly basis.
4. Middle school teachers will provide a minimum of an hour a week per course of “office hours” during which the teacher is available in real-time to respond to questions in a live chat platform.
5. Middle school teachers will provide 1 hour of instruction and student activities that will not exceed 2 hours per week, per course.

## **High School**

6. High school teachers will provide content lessons, opportunities for synchronous and asynchronous learning, offer feedback, and maintain connections with students on a weekly basis.
7. High school teachers will provide a minimum of an hour a week per course of “office hours” during which the teacher is available real-time to respond to questions in a live chat platform.
8. High school teachers will provide 1 - 2 hours of instruction and student activities that will not exceed 4 hours of student work per week, per course.

## Secondary Schedule for Instruction

	Monday	Tuesday	Wednesday	Thursday	Friday
AM 8:30 - 11:30	PER 1	Office Hours Check-Ins -(also for Counselors, Wellness, Resource Center)	PER 4	PER 6	Virtual Staff or Department Meetings
11:30 - 12:00	Lunch	Lunch	Lunch	Lunch	
PM 12:00 - 3:00	PER 2	PER 3	PER 5	PER 7	Office Hours Check-Ins -(also for Counselors, Wellness, Resource Center)

## GRADING

### High School and Middle School

1. Teachers at all levels retain the sole right to determine grades for their students.
2. At the High School and Middle School levels, all students will receive a letter grade for Progress Report 6.
3. At the High School and Middle School levels, all students will receive either a “Pass” or “No Pass” for Progress Report 7 and 2nd semester.
4. At the High School and Middle School levels, a passing grade will be considered as a minimum of 70% of assignments completed by the student and determined by the teacher as sufficient progress made during the Progress Report 7 and 2nd semester.
  - a. Teachers will not assess students through the use of a letter grade; however, teachers will expect students to demonstrate a good faith effort

toward their school work. When teachers determine that an assignment has not been completed sufficiently, they may ask the student to redo or revise the work to be marked as complete. Teachers will check for completion and may provide feedback, but they will not provide points or a letter grade on assignments.

### **Elementary School**

5. At the close of the school year, teachers will provide narrative feedback for TK-5 students on their progress with grade-level standards during the period of the school closure, unless limited in doing so by a student's inability to participate in the learning activities provided.

### **District-wide Communications & Meetings**

1. Planning and preparation will take place at the discretion of the unit member.
2. Unit members shall make themselves available during regular work hours during the work week to admin, colleagues, students, and families. Their specific availability will be communicated by unit members.
3. Unit members shall make themselves available by district email on regularly-scheduled work days and work hours for all district communication.

### **District-wide Special Education:**

All services performed and offered need to be documented. in either a Google sheet or Google Calendar. This includes logging who participated and who was absent from the session/service. This documentation will be sent to the Director of Special Education as requested.

Regular virtual meetings will be held. Attendance is highly encouraged, but not mandatory.

### **District-wide Resource Specialists/SDC/HB Teachers**

Specialized Academic Instruction will not be provided during this time that matches the IEP contract - will provide supports to assist students in completing the assignments in their general education classes.

#### **Elementary Resource Specialists/SDC/HB Teachers**

1. Elementary-level resource teachers will provide an assortment of the following supports and activities to students with disabilities:
  - a. Packets of materials
  - b. Supports and activities accessed online to enable the maintenance of educational skills.
2. Access to supports for parents and students through electronic means. Examples of supports are Google Hangout, telephone calls or Screencasts.
3. They will communicate their availability to families with IEPs.

#### **Secondary Resource Specialists/SDC/HB Teachers**

1. Secondary-level resource teachers will provide support services for their students following their normal periods of LC support on the secondary schedule.

2. Resource Specialists will also provide “office hours” as listed in the Distance Learning Schedule.
3. They will communicate their availability to families with IEPs.

### **Special Education**

The District recognizes that in the context of COVID-19 and Distance Learning, planning, preparing for and holding IEPs, presents unique challenges for Special Education personnel. Because of this the District will work to provide as much flexibility as allowed within legal requirements.

### **District-wide Mental Health**

School psychologists and Wellness staff need to continue therapy through electronic means. This needs to be scheduled consistently every week to maintain a therapeutic relationship. Logs documenting services need to be done and turned into the Wellness Center supervisors or to the Special Education office. Continue participation in IEPs.

### **District-wide Psychologists**

School Psychologists need to complete the meetings of any initials and triennials in which the assessments are complete. Continue case managing any students and provide IEP counseling therapies. Contact families that have upcoming triennials or initials and hold amendment IEPs to document any delay in completing the assessments. Attend IEP meetings and collaborate with Resource Specialists to provide additional supports for students struggling with distance learning due to their disability.

### **District-wide Program Specialists & BCBA**

Provide technical supports for all special education professionals (e.g. teachers-special & general or designated instructional service providers). Serve as Administrator Designees on IEP's and manage student programs at non-public school placements. Continue to work on special education cases that have legal involvement or potential legal involvement. They will not be required to make legal decisions. Attend a weekly virtual meeting for the Special Education Leadership team. Support the tracking of work assignments of contract workers (e.g. contract behavior technicians). Attend assigned IEP meetings.

### **District-wide Speech Pathologists, Adaptive Physical Education, Vision, Hearing**

Provide activities to maintain skills for students. These can be activities sent home for daily practice. Provide group support and consultation with parents and students via Google Hangout. Activities can be sent out via a Screencast. These supports and related service levels will not match what is on the IEP. Data collection on student contacts will be collected on all students receiving designated instructional services. This applies to contacts made and not able to be made during this period of closure. Communicate with parents via email or telephone calls. Attendance and participation in IEP meetings. All data reports shared with the students' case managers and the Director. Data to be collected in either Google Sheets or Google Calendar.

### **District-wide Home Hospital Instruction**

Working conditions have shifted from 5 hours per week of instruction face-to-face or virtual to 5 hours of distance/virtual instruction only. This work is scheduled between the student's family and the HHI teacher.

### **Timelines for Evaluation, Grievance, Status Evaluation**

1. Unit members shall have three options to address the 2019-2020 evaluation cycle:
  - a. When a member is currently being evaluated, evaluations and related components may be deemed complete based on the work done prior to the school closure. The member will be given a final evaluation from their evaluator.
  - b. Use parts of their Distance Learning program (including, but not limited to observation of synchronous and asynchronous activities, student work, conferencing) to complete their evaluation in 2019-2020.
  - c. Pause and complete the evaluation process in the 2020-2021 school year (available to permanent-status only).

### **Employment Status**

2. All Probationary 1 unit members shall be moved to Probationary 2, and all Probationary 2 unit members shall be moved to Permanent Status on July of the 2020-2021 school year, provided they met the criteria of working 75% of the school year in paid status during the 2019-2020.