

**MEMORANDUM OF UNDERSTANDING
BETWEEN ANTIOCH UNIFIED SCHOOL DISTRICT
AND
ANTIOCH EDUCATION ASSOCIATION**

School Closure Related to Coronavirus-19/COVID-19 (COVID-19)

The Antioch Unified School District ("District") and Antioch Education Association ("Association") enter this Memorandum of Understanding ("MOU") regarding the school closures related to COVID-19.

The Parties recognize that during the month of March 2020, Federal, State and Local emergencies have been declared related to COVID-19 causing the District to exercise a District-wide School Closure effective March 16, 2020 through May 1, 2020 to ensure the safety of students and staff and move to a distance learning program to mitigate student and staff contact to slow the spread of the COVID-19 during the 2019-20 school year, and to comply with the requirements of SB 117 and the Governor's Executive Orders, both urgency measures to ensure continuity of educational services and ensure continuity of funding apportionments for the current year.

The parties agree to the following:

1. The District shall notify bargaining members at least 48 hours, or as soon as possible, prior to any extension of the closure. The District shall inform all bargaining unit members via work email and/or phone of the anticipated date of return at least 48 hours prior to reopening site-based programs for students.
2. Beginning four days after execution of this MOU, bargaining unit members are expected to create distance learning opportunities for students, to provide learning opportunities for students, and to prepare students at a base level for future academic success.
3. During the week of March 30, 2020 through the start of distance learning, the following will occur:
 - a. There will be a period of four work days for members to participate in training and prepare for a distance learning program. Additional training will be available to unit members on a voluntary basis as needed.
 - b. Bargaining members will check their district email 2x a day and respond in a timely manner provided they have internet access and a device to do so. For those unit members who do not have internet access, the District will make a location available so that the unit member can perform their job responsibilities under this MOU.

- c. Bargaining members will attempt to connect with students remotely via district communication tools, email, or phone.
 - d. Educational Services/District will provide training videos as well as links to online resources to support digital learning. Although participation is not required, it is highly encouraged.
4. Beginning after the four day planning and preparation period, the following will occur:
- a. Bargaining members will continue to check their district email at least twice a day and establish virtual office hours of not less than 1 hour/day to be available for students/families to provide individual support or to answer questions. During virtual office hours, bargaining members are asked to structure the best process that will allow them maximum connection with students on their rosters, in their classrooms or to who they normally would provide service, to the extent possible.
 - b. Teachers will create learning experiences that are primarily review in nature with minimization of new learning. Any work that is created via online platforms for students will need to be printable as well to allow Site Administration to produce copies for distribution to those families lacking internet access and/or devices. The site administrator will be responsible to copy, distribute, and collect any printed work.
 - c. Distance Learning activities provided to students will include enrichment, engagement, and review. Students will be “held harmless,” and will not receive a lesser grade than their grade when District schools closed, as a result of engaging in distance learning during this unprecedented time. This aligns with the State Superintendent of Public Instructions’ (SSPI) recent statements that assessments should not be used during this time as a summative measure, but rather as a formative measure to gauge instruction and areas where students may need support. Following further guidance from the California Department of Education (CDE), the parties will meet again to determine additional options for grading to ensure equity.
 - d. Bargaining members will attempt to reach out to students who have not engaged in any learning or contact efforts to continue efforts to support their learning. For secondary teachers, if the number of students needing contact for non-participation is too great to manage in a week, site administration will provide assistance with making those calls upon request. Make up work or specific assignment creation for “no-shows” cannot be required or expected.
 - e. Optional materials/resources for teachers to utilize during long term distance planning can be found here:
 - 1. Secondary teachers: [Secondary Distance Learning Teacher Resources](#)
 - 2. Elementary teachers: [Elementary- Distance Learning Teacher Resources](#)

3. Or any other district approved online teaching tools.
 - f. Teachers will be responsible for planning, documenting assignments given, assessing in accordance with District or CDE guidance for distance learning and communication home to students and families.
 - g. Pending further guidance from the California Department of Education, teachers may or may not be required to post final semester grades, including Pass/Fail grades.
 - h. Expectations of students by grade level is attached as Exhibit "1".
5. During distance learning, beginning after the four day planning and preparation period, unit members are expected to provide lessons, assignments and feedback which includes the collection of student assignments electronically. Printed assignments collected by the school site will be scanned and emailed to unit members.
6. Counselors, program specialists and other support providers will continue to provide student support through protocols, guidance, and best practices provided by the District. (See Exhibit 2)
7. The parties recognize any distance learning model will require flexibility in scheduling. Unit members will complete their distance learning responsibilities within the 7 hours and 5 minutes defined in the collective bargaining agreement. The parties also agree that, at times, employees will need to complete distance learning work using a flexible schedule that may be different from the normal school day schedule at their site before the COVID-19 closures occurred. Unit members are not expected, however, to work more than the existing number of contract hours.
8. The district shall provide four days of training/planning, which shall occur remotely, beginning upon the signing of this agreement.
9. All unit members will have access to all district resources including technology.
10. Unit members shall participate in any online professional development that the District provides during the closure, provided unit members are provided appropriate technology to do so.
11. Article 17 - Transfers - All provisions of this article shall be followed.
12. When bargaining unit members are directed to be absent from their school or worksite by order of any Federal, State, or Local agency, including the District, the employee shall receive full pay and benefits, including any 6/5 pay that the member has received during the months of January and February and expected to continue receiving, for so long as the Federal, State, or Local agency, including the District, requires and or recommends the closure. This includes hourly employees. No

employee will be charged sick leave or docked pay due to a school or worksite being closed for health and safety reasons, except unit members that were on leave (FMLA/CFRA/Child Bonding, Workers' Compensation, etc.) or scheduled for leave prior to the school closures unless the leave was for a purpose that has been postponed due to the COVID-19 crisis.

13. Upon expiration of the MOU, after District site based programs reopen bargaining unit members who may have been or were potentially exposed to the coronavirus and are required to be quarantined or required to be self-quarantined shall be placed on paid leave, which shall not be deducted from the member's sick, personal, or extended illness leave. This is intended to prevent unit members who have been exposed or diagnosed with the virus from coming to school and potentially exposing others because of inability to afford loss of pay.
14. Upon expiration of the MOU, after District sites have reopened, and upon submission of a physician's note, that the unit member must continue to self-isolate, a bargaining unit member in a high-risk group, or who lives with someone in a high-risk group, can use sick leave to be absent from work. If the employee exhausts their sick leave they will be placed on Differential Leave for up to 100 days with full benefits.
15. If a unit member is ill and is unable to work as assigned during the school closure, the unit member can use sick leave and differential pay, including that in Education Code section 44977 and in the Collective Bargaining Agreement.
16. Evaluations: Unit Members who will receive a Satisfactory rating on their Final Evaluation Summary timelines shall continue as listed in Article 19. Probationary and temporary employees' evaluations already completed are final. Permanent employees who will receive an overall Needs Improvement or Unsatisfactory rating on their Final Evaluation Summary shall have their Evaluations voided and will be placed on the evaluation schedule for the 2020-2021 school year.
17. If Student Support meetings occur such as 504s and IEPs, team members will have input into the scheduling of those meetings and will make every effort to be available during the normal work day.
18. The Parties understand the COVID-19 pandemic situation is very fluid and mutually agree to review the provisions of this MOU on or around April 17, 2020 to assess the effectiveness of distance learning. In addition, as new information is communicated by county/state/federal governments, the District agrees to notify the Association President and Bargaining Chair when there is a possible change in working conditions and to negotiate the impact of any such changes.

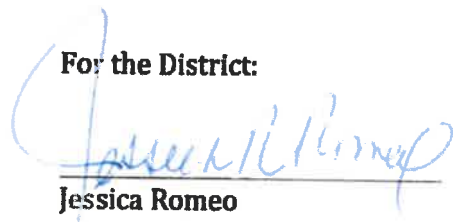
19. Nothing in this agreement sets precedence for future working conditions or bargaining.

The Association and the District reserves the right to negotiate any additional impacts of all school closures in the 2019-20 school year.

This MOU shall expire in full without precedent on June 30, 2020, unless extended by mutual written agreement.

The undersigned represent that they are authorized to execute this MOU. Signed this the 31st day of March, 2020.

For the District:



Jessica Romeo

Jessica Romeo

For the Association:



Valorie Luke

Valorie Luke

Exhibit 1

Overview of Expectations: The recommended amount of student activity time to be provided by the bargaining unit member is listed below:

1. TK/Kinder- 1 hour/day
2. 1st-3rd Grade- 2 hours/day
3. 4th-5th Grade- 3 hours/day
4. 6th-8th Grade- 4 hours per content area/week
5. 9th-12th Grade- 4 hour per content area/week
 - a. The 3rd quarter shall be considered ended March 13, 2020.
 - b. Teachers may offer and/accept late and make up work for the 3rd quarter.
 - c. Grades for the 3rd quarter will be due by 11:59pm, Tuesday, 4/14/2020.

Student Workload

- The key here is balance- On any given day we cannot assume that students will have access to the internet, a suitable studying environment, or be free from familial responsibilities such as caring for siblings and/or ill family members. Students may also struggle to focus on academics during such a stressful and chaotic time. Further, we have not previously taught our students how to be effective distance learners, which is very different from what they experience in a face-to-face classroom when we are there to provide access and equity. Slowing down and emphasizing depth and exploration of prior learning is a compassionate response to highly unusual circumstances and supportive of all our learners.
- As you track progress, use your best judgement to not adversely impact the student, given the lack of in-person instruction and potential lack of access to technology. There are multiple challenges that we will endure, including language barriers, let us ensure that students do not fail due to circumstances beyond their control.
- Please understand that the information above should be seen as guidance for your continuing work and that you desire to exceed these requirements which is entirely acceptable and even encouraged as a way to provide maximum support for families.

Flexibility

- Please approach the workload with some flexibility while students are asked to stay home.
- For many of our families, access to the Internet may not be constant or non-existent, and there may be expectations that students share computers with family members. We will need to work with each student, trusting that they, too, are doing the best they can.
- The complexities of a remote learning environment may very well “lose” some students. Assure students/ families that at this moment in time they need to focus on maintenance

of learning rather than worrying about how it might negatively impact their grade. Encourage students to practice until they understand the content/standards and to take time to learn at their own pace.

EXHIBIT 2

Responsibilities for Program Specialists:

Program Specialists will provide guidance and collaboration time with case managers to assist in the compliance of students' IEPs and services. They will be meeting with the Special Education Director, Assistant Director, and Coordinator daily for 15 minutes for the first 1-2 weeks as we launch out AUSD's new learning platform; thereafter, they will meet every other day. (Time after the first two weeks may change/vary in accordance for needed ongoing support.) Program Specialist will provide support to case managers when creating a service log for each of their students in order to track service minutes. They will provide support (when needed) with planning and coordinating IEP meetings through a web platform to assure compliance and deadlines are met. They will be attending district provided webinars and virtual trainings so that they can provide additional support to their case managers who will need guidance for the new learning/teaching environment. They will be available via video conferencing or telephone for administrators, case managers, families, and their students during daily office hours, not less than two hours per day. They will respond to emails, phone calls and/or video conferencing during office hours and will make every effort to respond within 24 hours.

Responsibilities for Related Service Providers:

Our related services team will be working with each of the case managers of the students they service. They will be logging in their own services, contact, and data on the student service logs created by the case managers for the purpose of tracking individual student therapy sessions and IEP goals. They will attend district provided webinars and virtual trainings to better learn the new platform that they will be using to provide teletherapy services to their students. They will provide access to their students/families through video conferencing, video modeling or telephone conferencing. They will continue to complete their Medi-Cal billing statements. Assessments will be completed as deemed appropriate and where possible utilizing a method that is appropriate during school closures due to social distancing and isolation requirements.

- Related Service Providers (Adapted PE, etc.), will prepare appropriate distance learning activities that can be performed at home.
- School Psychologists may provide appointments for students for social emotional and/or behavioral needs as deemed necessary by the psychologists, as well as communicate with families to provide support. Any appointments scheduled may be conducted by telephone or virtual tools.
- Speech and Language Pathologist may provide individual and/or group virtual lessons. These lessons may be conducted via email, by telephone, or other virtual tools, as appropriate.

Responsibilities for Elementary Computers, Music, PE, and Reading Teachers:

Specialty teachers in the elementary setting are considered to be supplementary to the regular classroom education program. These teachers are to plan for one hour of activity per grade level that they serve per week. Specialty teachers are required to hold office hours for one hour per day.

Responsibilities for Teachers on Special Assignment:

Teachers on Special Assignment (TOSAs) have specific tasks related to their individual positions. These teachers are required to hold office hours for one hour a day and perform job duties as applicable. They should not be required to be available for more than the work day set forth in Article 11 of the Collective Bargaining Agreement, and workload should be equivalent to other teachers during school closure.

Responsibilities for Counselors:

Overview of Expectations: Counselors (all levels) may provide virtual or telephone appointments to students for academic counseling, monitoring, and guidance. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as appropriate.

1. Secondary counselors may provide student content in the form of video conferences/webinars and/or packets providing similar information. Content may include various counseling topics related to secondary counseling, including but not limited to:
 - a. College & Career
 - b. Financial Aid
 - c. Course requests/scheduling for next school year
 - d. Social-emotional support
2. Counselors will host virtual office for not less than 2 hours daily for individual or group video or voice conferences with students and parents. Counselors will be available during office hours to answer emails, phone calls and text messages and will continue to respond to messages within 24 hours during the school week.

Student Workload

- Secondary students will participate in distance counseling services as needed and will have access to materials provided by the counseling team.
- Secondary counselors may work to update websites with relevant information including a resource list for families, and accurate up-to-date social-emotional referral services.
- Secondary counselors will continue to provide necessary college counseling support, financial aid resources, LMC/DVC registration support etc.

Flexibility

- Counselors (all levels) will provide individual check-ins for students as needed, but keep phone/video sessions to no more than 15 minutes keeping in mind students' technology access.
- Secondary counselors may provide information in multiple mediums – i.e. zoom meetings will be recorded for students to access at later date. Instagram or Facebook Live events may be archived/recorded for access. Any webinar style event may have a written component with the key topics that can be posted to all mediums, and/or emailed to students/parents for further reference.

EXHIBIT 3

Special Education Considerations

Special Education teachers who provide direct instruction in core content areas should follow the same guidelines as general education teachers in terms of work production, office hours, communication, and flexibility. Special Education teachers who only provide supplemental instruction should provide supplemental learning materials that add value to students' distance learning experience but do not create additional stresses or burdens to the time expectation of students listed above.

Furthermore, special education teachers are encouraged to collaborate with teachers on their site to provide feedback and resources to various lessons and activities that general education teachers are producing and sharing with students. The goal of this collaboration is to allow special education and general education teachers to develop the most accessible activities and lessons for all learners whenever possible.

As special education guidance from both the federal government and CDE become available, the district will communicate the developments and negotiate any impact they may have on current practices shared above.

Minutes of special education services should reflect the percent of adjusted minutes of total instructional time as outlined in "Exhibit 1."

The 'I' in IEP's:

Please consider the individualized and unique needs of each of the students that are being served. The format for instruction and services, for our special education teachers and providers, are base level guidelines. Special Education teachers know the specific needs of their students better than anyone. As a result, they will need to adjust lessons, approaches, services, and/or accommodations and modifications as they deem appropriate. If their student works with general education teachers, they will need to reach out to them and make suggestions, as appropriate, to ensure our students are able to access their learning opportunities.

How to Hold IEP's During This Time:

If Special Education teachers are going to hold IEP's during this time:

1. Contact the parent for any IEP due and ask them to choose if they want to do a video conference or telephone conference IEP meeting with whatever service providers you can include (case manager, administrative designees and general education teachers are still required), or would they prefer you send the IEP by pdf.

2. In these unique times, it is understood that not every service provider may be available for video conferencing but do the best you can, keeping in mind that excusals should be completed as needed.
3. All late IEPs need to be sent home with a letter from the SPED department, during this time frame. A letter will be ready to go and will be shared with all special education staff.

***During the time of school closures, ONE service log
will be kept for every student with an IEP.***

Service providers should not keep individual logs, this is simply not allowed. Instead, a District provided service log will be sent to each case manager. Each case manager will fill in student name, school site, grade, program and case manager and share with every related service provider, who will put in their own information. To maintain these, it is recommended that case managers do the following after receiving training on the use of Google Docs:

- Set up a document for service logs through a Google Doc
- Each document should have a tab for each of the students they case manage in alphabetical order
- Case managers share this document with every service provider they work with and their administrator
- Related service providers make sure each student is accounted for and if not, reach out to the case manager
- Logs should be updated by Friday of each week by each individual provider. Case Managers are not responsible for filling out the services of others, each provider needs to do their own.

Example of Log below to be shared with all case managers:

Sample: **To be shared with each service provider and Program Supervisor**

This is an official document and will be uploaded to the students file and shared with the parents

Student Name (last name, first name)	School Site	Grade	Program	Case Manager	Related Service Providers (last name, first name)
Ripken, Cal	Walt Disney	Pre-School	SDC-Mod/Sev	Frates, MaryAnn	SLP: Williams, Serena OT: Hamm, Mia PT: Bird, Larry Behaviorist: Aaron, Hank
Annual IEP Due Date	January 10, 2020	held		signed off on	
Tri Annual IEP Due Date	March 3, 2020	not yet held			
	Name of Service Provider	Delivery Model (i.e. phone, conference call, video upload, packet work sent)	Date	Number of Minutes	Notes
Week Of March 23rd	Frates	sent home packet of work	3/23/20	60 min. of work	letter tracing, coloring page, number tracing, morning calendar time to view
		video uploaded	3/23/20	10 min. of work	
	Williams	video conference	3/23/20	15 minutes	worked on 'sh' sounds
Week of March 30th	PT	packet uploaded	3/24/20	15 minutes	exercies to practice to support the core
	Frates	video uploaded	3/30	10 minutes	Read Story for Cal to review and listen to
	Frates	packet uploaded	3/30/20	60 min of work	suggested books to read; activity pages
	Aaron	phone call	4/1/2020	5 minutes	checked in with parent about how Cal is doing

Recommendations:

If this closure goes past May 1st, the case manager's organization is key for the ability to move forward in this new educational format. As a result, the special education department cannot stress how important it is that the service logs be set up immediately to allow for everyone to move forward in an orderly way.

In addition, it is key as case managers and assessors, that they develop a very clear list that can be a reference outlining what assessments are out now and how many days are remaining on them for when they were originally due.