

MEMORANDUM OF UNDERSTANDING BETWEEN
ASSOCIATED POMONA TEACHERS AND
POMONA UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding (MOU) is entered into by Associated Pomona Teachers (APT) and Pomona Unified School District (PUSD) in recognition of the State of Emergency declared on March 4, 2020 by the Governor of California, and in the interest of student, employee and public safety.

The Parties recognize there is a need to close schools and move to an online distance learning program to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from COVID-19 during the 2019-20 school year.

1. Typically, unit members shall work from home for the duration of the emergency school closure. Unit members shall communicate their office hours to parents and students.
 - a. In the event that a unit member must report to a district site, the District shall:
 1. communicate the need and reason(s)
 2. give the unit member a minimum of 24 hour notice to report to work
 3. only require the unit member to perform duties which would maintain adherence to current social distancing recommendations of no fewer than six (6) feet, where practicable.
 4. provide safety equipment and/or cleaning supplies (soap, hand sanitizer, etc.) to ensure the unit member maintains his/her safety.
 - b. Unit members with compromised health, advanced age (65+ years old), or childcare issues may be eligible for leave entitlements under HR 6201.
 - c. Unit members will use district-created schedules and resources as guidelines to implement distance learning experiences for students to provide activities that support a continuity of learning.
 - d. All unit members, including those who use district-recommended online platforms to provide distance learning and other services to students, shall maintain all rights afforded them under the

Education Code, including the right to limit online access after a parent conference is held and the teacher shall provide an alternative method of providing continuity of learning upon District approval.

- e. Unit members may request additional training for the use of technology for the purposes of distance learning.
2. Unit members' compensation, stipends and benefits shall not be reduced as a result of the emergency school closure pursuant to SB 117 and Executive Order N-26-20. This excludes special assignment hours unless the member completes the work beyond their professional day.
3. Unit members who are on medical leave at the time of the school closure may provide a doctor's note to return to work and provide students with distance learning.
4. Unit members who choose not to report to assigned sites after LA County Public Health has deemed sites safe to reopen, to employees and/or students, or who refuse to provide distance learning when directed to do so will have their leave entitlements deducted.
5. The coursework provided to students shall have the intention of promoting continuity of learning while students are not in school. This coursework shall include enrichment, engagement, and review. The coursework provided to students shall serve only to improve student's overall marks/grades.
6. The parties agree to meet regularly to address implementing guidance from the California Department of Education as well as the Federal Department of Education in order to provide equitable and appropriate education for students with special needs, in as much as is feasible and safe. Special Education teachers and content teachers shall use their knowledge of IEPs to accommodate and/or adapt lessons that take into consideration the health, safety, and well-being of all their students and staff, and will collaborate with each other as they deem necessary and appropriate.
 - a. Special education teachers of students with disabilities will provide continuity of learning through a variety of district-recommended online platforms inasmuch as reasonable and feasible so that special education students have access to the same learning opportunities as other students.

- b. Related Service Providers (Speech and Language Pathologists, School Psychologists, Adapted PE Specialists, School Nurses, etc.) will provide continuity of learning through a variety of district-recommended online platforms inasmuch as reasonable and feasible so that special education students have access to the same learning opportunities as other students.
7. Unless the final classroom observation occurred prior to school closures, evaluations and related components shall be paused through the end of the 2019-2020 school year, whether modified or otherwise. It is understood that teachers may be developing activities to be delivered via a new modality. Participants currently in the System of Professional Learning and Growth (SPLG) pilot, may choose to complete the current growth cycle as long as at least one planning conversation and observation was concluded prior to the school closure.
 8. All unit members who engage in good faith actions to implement distance learning shall not be subject to any disciplinary action on any lesson planning, interference beyond their control, implementation, delivery, and/or student assessment due to the unique circumstances surrounding this crisis. However, unit members who fail to provide lessons or instruction, or who otherwise violate district policy and regulations, shall remain subject to discipline.
 9. The District shall submit a "J-13A waiver material decrease request", and/or any other waiver for which the District may be eligible, to the California Department of Education (CDE) in order to mitigate the loss of ADA funding.
 10. Upon the recommendation of the Los Angeles County of Education (LACOE), the District may re-open schools. Upon reopening, the District shall make every effort to provide all unit members time to prepare for the return to the classroom with students. The District shall ensure that all school sites are adequately sanitized prior to unit members' return, including restocking of soaps, paper towels, and hand sanitizer.
 11. Unit members shall not be required to make up adjunct duty or committee assignments missed as a result of the emergency school closure. Adjunct duties scheduled during the closure are canceled and will not be rescheduled except for SST meetings, which may be rescheduled, when required by an IEP. Unit members may be required to attend paid committee assignments for the duration of this MOU.

12. In the event the State of California deems alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiations on the impacts.
13. The Parties understand the COVID-19 pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary. This MOU shall not be precedent setting nor form any basis for a past practice.
14. This MOU resolves the negotiable effects of school closures due to COVID-19 during the 2019-2020 school year. The District and/or Association reserve the right to negotiate any additional impacts to and/or additional school closures in the 2019-2020 school year. This MOU shall sunset on June 1, 2020 or upon the reopening of schools after LA County authorization of such, whichever occurs earliest.



APT President

5/18/2020

Date



District Representative

5/18/2020

Date