

SIDE LETTER BETWEEN THE ALPINE UNION SCHOOL DISTRICT  
AND THE ALPINE TEACHERS ASSOCIATION  
DISTANCE LEARNING DUE TO SCHOOL CLOSURES DURING COVID-19 PANDEMIC

The Alpine Union School District (“District”) and the Alpine Teachers Association (“ATA”) enter this Side Letter regarding distance learning related to the coronavirus (“COVID-19”) pandemic. The Side Letter is entered into pursuant to the terms of the parties' Memorandum of Understanding, dated March 25, 2020, regarding the same.

The Parties recognize there is a need to close schools (“emergency school closure”) and move to a distance learning model to allow for social distancing, as recommended by public health officials to prevent the spread of illness arising from COVID-19 during the 2019-2020 school year.

The District and ATA agree as follows:

*Defining “Distance Learning,” Assessment, and Student Expectations*

- The District, in collaboration with ATA, agrees to make provisions for certificated staff to enable students to engage in distance learning. This will provide teachers with an alternative method of delivering instruction that does not require unit members to physically report to work.
- The District and ATA recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its certificated staff. For the purpose of this Side Letter, “distance learning” means instruction in which the student and instructor are in different locations. Unit members will utilize Google Classroom as their primary source for distance learning. Supplemental methods could include interacting with students through different means of online instruction, take home packets, phone calls, emails, and other means of communication as illustrated in the California Department of Education's distance learning guidance.
- Distance learning instruction and related educational activities provided to students will include teaching, engagement and review through Google Classroom, Zoom and other online learning resources. The purpose of such distance learning instruction and related educational activities is to teach students essential standards and content, and to keep students working toward end-of-year expectations. Unit members will provide their students with feedback on work and assignments that are turned in for review. Grades will be provided to students as a means to support their development, rather than negatively impacting their grades. To this end, students will be “held harmless,” meaning they 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.

*Preparation Time to Implement Distance Learning*

- Bargaining unit members shall be provided time on April 13 and 14, 2020, to attend trainings, collaborate and prepare lessons so that they are able to transition to distance learning on April 15, 2020.

### *Equipment and Technical Support*

- The District shall inform all unit members of the necessary equipment needed for them to successfully provide distance learning. If unit members are not already in possession of this equipment, the District will take appropriate steps to ensure that the equipment is made available. This may include, if needed, providing a unit member with a District-issued computer and setting up Wi-Fi access at school facilities for those unit members who do not have access to the internet at home. If a unit member chooses to provide printed materials or consumable workbooks to students in addition to the work being conducted on Google Classroom, the unit member shall be responsible for printing and distributing such materials to students in collaboration with the administration.
- The District shall provide unit members access to District provided technical support via virtual tools. This may include access to classrooms if arranged in advance with the administration, technical support personnel, helplines (helpdesk@alpineschools.net) and other technical support from District vendors and/or staff, as well as instruction on distance learning platforms and instructional materials.

### *Communication, Collaboration, Privacy, and Security*

- When working remotely, unit members shall regularly check their District email each day during the regular work week, and shall respond (if needed) no later than 24 hours after an email is sent to them.
- Unit members may collaborate virtually as they deem necessary and appropriate while they are engaged in distance learning. Recognizing this unique situation, unit members may determine amongst themselves the time and manner of collaboration.
- Unit members shall regularly inform parents and students of their availability to provide support and clarification via email and/or other virtual platforms.
- Virtual staff meetings shall generally be held in accordance with the current negotiated agreement. The parties recognize, however, that due to this unique situation there will be times when the District may request the staff to attend a meeting to discuss pertinent matters. If a unit member is unable to attend for an authorized reason, the District may require the unit member to watch a recorded video (if available).

### *Curriculum Content and Scheduling*

- Any curriculum resources or lessons provided by the District should be considered the baseline (or a starting point for instruction during this period of distance learning). Unit members may customize the content to meet the needs of the students in their class(es). Unit members may choose to be innovative and develop activities to support and encourage their own innovative teaching modalities.

- Unit members will be expected to provide all necessary and appropriate instruction, resources and support to students to help ensure students are successful in distance learning. This will include posting all instructions, assignments and learning materials to Google Classroom.
- To ensure consistency while unit members and students are in different locations, unit members shall follow a set daily schedule during regular school hours throughout the emergency school closure. Recognizing the unique nature of distance learning and the COVID-19 emergency, unit members will also have flexibility to adjust their daily schedules, as needed and appropriate, within the unit member's professional discretion. Such schedule changes must be communicated to and approved by the unit member's site administrator in advance.
- Unit members will have a daily window during which they will "meet" with students, such as hosting a virtual class through Zoom. Those windows will be used for whole class, small group and individual instruction. Unit members may decide, within their professional discretion, the time(s) within that window when their class(es) will meet.
- The distance learning coursework and lessons provided to students shall, as outlined above, have the intention of promoting continuity of learning while students are not in school. In addition to distance learning, unit members may provide their students with enrichment, intervention, and/or exposure to new material. The pace of distance learning instruction and supplemental activities shall be at the discretion of the teacher based on the needs of one's students.

*Special Education, Counselors, and Psychologists*

- The parties understand that the same distance learning methods provided to general education students may not always be effective for special education students. As such, the appropriate distance learning methods for special education students will be determined by individualized service delivery plans, and in accordance with federal and state guidelines.
- Virtual tools shall be used to hold any necessary IEP meetings and to meet and collaborate on a student's IEP.
- The District's counselor, social worker and school psychologist may provide virtual or telephone appointments to students for academic and/or social emotional counseling, monitoring, and guidance. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as appropriate.

This Side Letter resolves the negotiable effects of distance learning due to COVID-19 and is subject to Article 15 – Grievance, in the current contract. This Side Letter shall remain in full force and effect and sunsets at the end of the 2019-20 school year or whenever District schools reopen, whichever is sooner.

All components of the current Collective Bargaining Agreement between AUSD and ATA shall remain in full effect.

For the District

*Dr. Rich Newman*

Dr. Rich Newman  
Superintendent  
March 31, 2020

**Signatures signed electronically**

*Dr. Bobbi Burkett*

Dr. Bobbi Burkett  
Assistant Superintendent  
March 31, 2020

**Signatures signed electronically**

For the Association

*Linda Ramos*

Linda Ramos  
ATA President  
March 31, 2020

**Signatures signed electronically**