



## PINER-OLIVET UNION SCHOOL DISTRICT

### SPECIAL MEETING - GOVERNING BOARD

**Tuesday, July 7, 2020**  
**Meeting Opening 5:30 p.m.**  
Closed Session 5:32 p.m.  
**Public Session 6:00 p.m.**  
Adjournment 9:00 p.m.

**This meeting will be held virtually via Zoom.**  
**The public may observe and address the meeting by going to:**

Join Zoom Meeting  
<https://us02web.zoom.us/j/81719447176?pwd=MzIzOXZBV2ljVnNITjJlS05oOEpFZz09>

Meeting ID: 817 1944 7176  
Password: 7a2GLn  
One tap mobile  
+16699009128,,81719447176#,,,0#,,478574# US  
(San Jose)

## AGENDA

A copy of the agenda, complete with backup materials, may be reviewed in the District Office, 3450 Coffey Lane, Santa Rosa, beginning the Monday prior to the Wednesday Board Meeting. Office hours are from 8:00 a.m. to 4:00 p.m. Monday through Friday or as otherwise posted. Agendas are always posted at each school, the District Office, the Board/Conference Room 24 and on our web site at [www.pousd.org](http://www.pousd.org).  
ADA Compliance: In compliance with Government Code § 54954.2(a), the Piner-Olivet Union School District, will, on request, make this agenda available in appropriate alternative formats to persons with a disability, as required by Section 202 of the American with Disabilities Acts of 1990 (42 U.S.C. § 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact Cathy Manno, Executive Secretary to the Superintendent, Piner-Olivet Union School District, 3450 Coffey Lane, Santa Rosa, CA 95403 (707) 522-3000 at least two days before the meeting date.

[www.pousd.org](http://www.pousd.org)

1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT ON CLOSED SESSION AGENDA
4. ADJOURNMENT TO CLOSED SESSION
5. CLOSED SESSION

Adjournment to Closed Session during this meeting to consider and/or take action upon any of the following items:

- 5.1 With respect to every item of business to be discussed in closed session pursuant to Gov. Code Section 54957:
  - 5.1.1 PUBLIC EMPLOYMENT DISCIPLINE/DISMISSAL/RELEASE  
(No additional information required)
  - 5.1.2 PUBLIC EMPLOYMENT EMPLOYMENT/APPOINTMENT  
Title: Music Teacher, Custodian
  - 5.1.3 PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Title: Superintendent
- 5.2 With respect to every item of business to be discussed in closed session pursuant to Gov. Code Section 54957.6:
  - 5.2.1 CONFERENCE WITH LABOR NEGOTIATOR  
Name of Agency Negotiator: Dr. Tina Rasori  
Name of organization representing employees: Piner-Olivet Educators' Association, CTA Affiliate
  - 5.2.2 CONFERENCE WITH LABOR NEGOTIATOR  
Name of Agency Negotiator: Dr. Tina Rasori  
Name of organization representing employees: Piner-Olivet Classified Association, CSEA Affiliate.
  - 5.2.3 CONFERENCE WITH LABOR NEGOTIATOR  
Name of Agency Negotiator: Dr. Tina Rasori  
Name of organization representing employees: Confidential, Supervisory, Administrative Staff

**6. RECONVENE TO PUBLIC MEETING**

**7. REPORT OF CLOSED SESSION ACTION, IF ANY**

**8. SUPERINTENDENT'S REPORT**

8.1 Announcements

**9. BOARD POLICIES**

9.1 BP 4113.5 (a) 4213.5, 4313.5 Working Remotely ([Attachment 1](#)) (Pgs. 5- 13)

9.2 BP 6157 (a) Distance Learning ([Attachment 2](#)) (Pgs. 14- 16)

**10. ACTION ITEMS**

10.1 Approval of MOU between the Piner-Olivet Union School District (POUSD) and the Piner-Olivet Educators Association (POEA) for the 2020-2021 Northwest Prep Teaching Hours and Collaborative Planning Time

The Board of Trustees will review, discuss and consider approval of MOU between the Piner-Olivet Union School District (POUSD) and the Piner-Olivet Educators Association (POEA) for the 2020-2021 Northwest Prep Teaching Hours and Collaborative Planning Time. (*Action 1*) (Pgs. 17- 19)

10.2 Public Hearing, and Approval of Piner-Olivet Union School District Re-Opening of Schools for the 2020-2021 School Year.

The Board of Trustees will review, discuss and consider approval of the re-opening of schools for the 2020-2021 school year. (*Action 2*) (Pgs. 20- 56)

**11. CONSENT ITEMS**

All matters listed under "consent items" are considered by the Board to be routine and will be enacted upon in one motion. The public has a right to comment on any consent item. At the request of any member of the Board, during "agenda modifications" any item on the consent agenda shall be removed and given individual consideration for action as a regular agenda item. Members of the public may request the Board to place a "consent item" on the regular agenda during "agenda modifications."

11.1 Approval of Placement Agreement between University of Southern California (USC) and Piner-Olivet Charter School Effective August 13, 2020 ([Consent 1](#)) (Pgs. 57-60)

**12. DATES AND FUTURE AGENDA ITEMS**

12.1 Next Regular Board Meeting – August 12, 2020

**13. ADJOURNMENT**

# 9.1 BOARD POLICIES

## Review & Approval of Board Policies @ July 7, 2020 Special Board Meeting

- **BP 4113.5 (a) 4213.5, 4313.5 Working Remotely (New Policy)**
  - **BP 6157 (a) Distance Learning (New Policy)**

**Policies are available for review at the  
Piner-Olivet District Office  
3450 Coffey Lane  
Santa Rosa, CA 95403**

**POLICY GUIDE SHEET**  
**April 2020**  
**Page 1 of 1**

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

**BP 4113.5/4213.5/4313.5 - Working Remotely**

(BP added)

New policy addresses issues applicable to employees who work from home or another remote location, whether due to a school closure resulting from a widespread illness, natural disaster, or other emergency condition or upon the request of an individual employee. Policy clarifies that there is no entitlement to work remotely and that employees who are granted the ability to work remotely are subject to the same compensation, benefits, or other terms and conditions of employment appropriate for the position. Policy also addresses work hours, work environment, use of district equipment, reimbursement of expenses, safeguarding of district records, evaluation of job performance, and discontinuance of the remote work arrangement at the district's discretion.

**BP 6157 - Distance Learning**

(BP added)

New policy addresses the provision of distance learning opportunities to students, whether to all students due to a school closure or to individual students or classes as an alternative instructional method for academic purposes. Policy presents examples of the types of distance learning opportunities that may be offered, based on the California Department of Education's [COVID-19 Guidance for K-12 Schools](#). Policy also addresses teacher training and support, availability to all students, use of district equipment, communications with students and parents/guardians, and grading criteria. Policy includes additional considerations in the event of a school closure, such as prioritization of content as well as maintenance of continuity, routine, and regular connections with students.

# **Board Policy**

## **Working Remotely**

BP 4113.5

### **Personnel**

The Governing Board recognizes that working remotely at home or at another alternative location may be necessary at times when widespread illness, natural disaster, or other emergency condition makes the school or worksite unsafe or otherwise interrupts the district's ability to effectively conduct operations at the school or worksite. A full-time, part-time, or short-term remote work arrangement may also be granted by the Superintendent or designee to an individual employee, upon request, provided that the position is suitable for remote work, the employee has consistently demonstrated the ability to work independently and meet performance expectations, and the work arrangement does not hinder district operations.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3516.5 - Emergency Schedules)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4113 - Assignment)

(cf. 4157/4257/4357 - Employee Safety)

(cf. 6157 - Distance Learning)

The opportunity to work remotely shall be entirely at the district's discretion, and no grievance or appeal right may arise from district denial of any employee request for remote work.

Employees approved for remote work shall comply with all district policies, administrative regulations, work schedules, and job assignments. Except when specifically agreed, approval of remote work shall not change the compensation, benefits, or other terms and conditions of employment of an employee.

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4151/4251/4351 - Employee Compensation)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

Unless otherwise approved in advance by the Superintendent or designee, employees working remotely shall do so within regular work hours established for the position. Employees are entitled and expected to take appropriate, uninterrupted meal and rest breaks, and shall keep accurate records of the hours they work. Employees shall notify their supervisor when unable to perform work assignments due to illness, equipment failure, or other unforeseen circumstances.

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

Employees working remotely are expected to conduct their work in a location that is safe and free of obstructions, hazards, and distractions. Such employees shall report to their supervisor any serious injury or illness occurring in the home workspace or in connection with their employment as soon as practically possible in accordance with Board policy.

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 4157.2/4257.2/4357.2 - Ergonomics)

The district shall provide to employees who work remotely all supplies, materials, apparatus, and equipment reasonably necessary to perform their jobs, including, as necessary, a technology device and Internet access. Employees shall use caution in accessing the Internet from public locations and in accessing information from networks outside of the district in order to safeguard confidential information. Employees shall [be reasonably] responsible for maintaining and protecting equipment on loan from the district and shall adhere to the district's Acceptable Use Agreement. The employee's personally owned equipment may only be used for district business when approved by the Superintendent or designee.

(cf. 4040 - Employee Use of Technology)

(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)

Work done at a remote work location is considered official public business. District records and communications shall be retained and safeguarded against damage or loss, and shall be kept confidential or made accessible to the public in accordance with law.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 5125 - Student Records)

Any employee working remotely shall be available during work hours to the employee's supervisor and other staff, students, parents/guardians, and members of the public, as appropriate, via email, phone, or other means. Lack of responsiveness on the part of the employee may result in discipline and/or termination of remote work responsibilities. Employees shall be required to attend virtual or in-person meetings when directed by their supervisor.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Employee productivity shall be evaluated on the basis of time spent on tasks and projects, task completion, and quality of job performance in the same manner as all employees in the same position at the assigned school or office.

(cf. 4115 - Evaluation/Supervision)

(cf. 4215 - Evaluation/Supervision)

(cf. 4315 - Evaluation/Supervision)

Remote work arrangements may be discontinued at any time at the discretion of the Superintendent or designee.

Legal Reference:

GOVERNMENT CODE

6250-6270 California Public Records Act

12900-12996 Fair Employment and Housing Act

LABOR CODE

226.7 Mandated meal, rest, or recovery periods

6400 Safe and healthful employment and place of employment

6401 Unsafe workplace

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

Management Resources:

WEB SITES

California Department of Industrial Relations: <http://www.dir.ca.gov>

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# **Board Policy**

## **Working Remotely**

BP 4213.5  
**Personnel**

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(cf. 3516 - Emergencies and Disaster Preparedness Plan)  
(cf. 3516.5 - Emergency Schedules)  
(cf. 4030 - Nondiscrimination in Employment)  
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(cf. 6157 - Distance Learning)

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# **Board Policy**

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# **Board Policy**

## **Distance Learning**

BP 6157

### **Instruction**

The Governing Board recognizes that distance learning can be a viable alternative instructional strategy that supports student achievement of academic goals. Distance learning opportunities may be offered to students participating in independent study, credit recovery courses, enrichment courses, or other courses identified by the Superintendent or designee, or in the event that a school site is physically closed due to widespread illness, natural disaster, or other emergency.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3516.5 - Emergency Schedules)

(cf. 4113.5/4213.5/4313.5 - Working Remotely)

(cf. 6158 - Independent Study)

The district may offer distance learning through a variety of delivery methods as appropriate for the grade level and subject matter. Distance learning opportunities may include video, audio, and/or written instruction in which the primary mode of communication between the student and teacher is online interaction, instructional television, live or prerecorded video, telecourses, and other instruction that relies on computer or communications technology. They may also include the use of print materials with written or oral feedback.

The Superintendent or designee shall review and select distance learning courses, which may include those taught by district staff or others, that are of high academic quality and are aligned with district standards and curricula. As appropriate, courses may be self-directed to allow students to complete assignments at their own pace and/or may involve real-time interaction among the teacher and students.

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6143 - Courses of Study)

The Superintendent or designee shall, in collaboration with teachers, plan for schoolwide or long-term distance learning in the event of a school closure. In developing the plan, the Superintendent or designee shall analyze the course sequence, prioritize content and standards to be completed, and recommend the grading criteria. In such circumstances, students' social-emotional wellness shall be taken into account, and schedules and learning experiences shall be designed to build continuity, routine, and regular connections with students.

(cf. 5141.5 - Mental Health)

As needed, the Superintendent or designee shall provide teachers with training and ongoing

support, including technological support and guidance, to effectively implement distance learning. The district shall also provide opportunities for teachers to communicate and collaborate with each other to exchange information on effective practices.

(cf. 4131 - Staff Development)

[District and] staff shall comply with all copyright regulations in developing materials to be used in distance education courses.

(cf. 6162.6 - Use of Copyrighted Materials)

The district shall take steps to ensure that distance learning opportunities are available to all students, including economically disadvantaged students, students with disabilities, and English learners. Teachers may use multiple methods of providing instruction to meet student needs. All online programming and Internet content shall meet accessibility standards for students with disabilities, including compatibility with commonly used assistive technologies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0415 - Equity)

(cf. 6159 - Individualized Education Program)

(cf. 6174 - Education for English Learners)

The Superintendent or designee shall assess students' access to technological devices and the Internet and, consistent with the district's budget and technology plan, may loan devices to students to use at home and/or assist families in identifying free service providers. Students are expected to use district technology responsibly in accordance with the district's Acceptable Use Agreement. To the extent possible, the district shall make technical and academic support available to students.

(cf. 0440 - District Technology Plan)

(cf. 3311.4 - Procurement of Technological Equipment)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 6163.4 - Student Use of Technology)

Teachers shall provide regular communications to students and parents/guardians about expectations, assignments, and available resources to assist the student in successful completion of distance learning coursework.

(cf. 6020 - Parent Involvement)

Grading of distance learning assignments and assessments of end-of-course knowledge and understanding of the subject matter shall be consistent with district policy on grading for equivalent courses.

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6146.3 - Reciprocity of Academic Credit)

(cf. 6146.11 - Alternative Credits Toward Graduation)

Legal Reference:

EDUCATION CODE

35182.5 Contracts for electronic products or services; prohibitions

51210-51212 Course of study for grades 1-6

51220-51229 Course of study for grades 7-12

51740-51741 Authority to provide instruction by correspondence

51745-51749.3 Independent study

51865 California distance learning policy

PUBLIC CONTRACT CODE

20118.2 Contracting by school districts; technological equipment

UNITED STATES CODE, TITLE 20

7131 Internet safety

UNITED STATES CODE, TITLE 47

254 Universal service discounts (E-rate); Internet safety

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

COVID-19 Guidance for K-12 Schools

WORLD WIDE WEB CONSORTIUM PUBLICATIONS

Web Content Accessibility Guidelines

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>



## Agenda Item Summary

Action Item: **10.1 *Public Hearing and Ratification of Closed Session Action Regarding MOU Between the Piner-Olivet Union School District and the Piner-Olivet Educators Association for the 2020-2021 Northwest Prep Teaching Hours and Collaborative Planning Time***

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Special Meeting of: July 7, 2020

Action Item

Report Format: **Oral**

Attachment: MOU

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### **Background**

SB 328 – Establishes a high school start time of no earlier than 8:30 a.m., and middle school start time of no earlier than 8:00 a.m., effective upon expiration of the most recent teacher collective bargaining agreement after January 1, 2020, or no later than July 1, 2022.

### **Issue(s)**

### **Plan/Discussion/Detail**

### **Fiscal Impact**

### **Options**

### **Recommendation**

Approve MOU

---

Motion:

---

Moved by:

Second:

Vote:

Aye:

No:

Abstention:

Absent:

HINTON

FRANICEVIC

MOHR

PRYOR

WAY

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PINER-OLIVET UNION SCHOOL DISTRICT

PINER-OLIVET EDUCATORS ASSOCIATION

MEMORANDUM OF UNDERSTANDING

2020-2021

NWP Teaching Hours

Collaborative Planning Time Staff of Northwest Prep Charter School request an extension and change of the waiver to Article VI Section 1 of the teaching contract, regarding teaching hours. Our purpose in requesting such a waiver is to secure and thereby continue our full access to our collaborative planning hours on Tuesdays and Thursday 3:15 to 4:30 through the 2020-2021 school year.

In addition, the Northwest Prep staff is requesting a change in daily schedule hours beginning in the 2020-2021 school year in order to abide by SB 328 requiring high school start times to be 8:30 am or later. We value the research conducted and made by the CA State Senate regarding appropriate start times for high school students. Collaborative planning time at Northwest Prep is an invaluable component of our program and one with which we cannot dispense if we are to continue the rigorous and standards-aligned inquiry- and project-based program which we have collectively built.

Student instruction will start at 8:30 am Monday-Friday. Student release times on Mondays, Wednesdays, and Fridays will be at 4:00 pm. Student release times on Tuesdays and Thursdays will be 3:05. This schedule ensures that student instructional minutes remain the same.

NWP School-Wide planning time is mandatory for all teachers, except by prior arrangement, and shall not extend beyond the hours listed here.

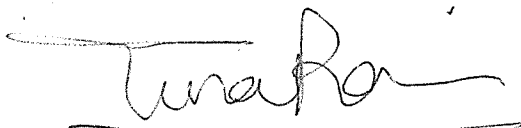
Northwest Prep Teaching Staff:

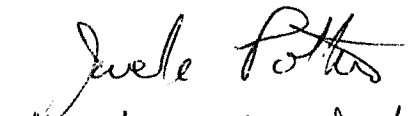
Saloni Jhaveri

Brad Edmondson

Alyssa Dossat

Stephanie Boone

  
Interim Superintendent

  
Head Negotiator  
P.O.E.A.

## 2020-2021 NWP Daily Schedule

Monday	Tuesday	Wednesday	Thursday	Friday
8:30-8:55	8:30-8:55	8:30-8:55	8:30-8:55	8:30-8:55
Period 1- Advisory	Period 1- Advisory	Period 1- Advisory	Period 1- Advisory	Period 1- Advisory
9:00-9:45	9:00-10:30	9:00-10:30	9:00-10:30	9:00-10:30
Period 2- Spotblock	Period 2- Spotblock	Period 4- Spotblock	Period 2- Spotblock	Period 4- Spotblock
9:45-10:30				
Period 3- Spotblock				
10:30-10:45 Break				
10:50-11:35	10:50-12:20	10:50-12:20	10:50-12:20	10:50-12:20
Period 4- Spotblock	Period 3- Spotblock	Period 5- Spotblock	Period 3- Spotblock	Period 5- Spotblock
11:35-12:20				
Period 5- Spotblock				
12:20-1:00 Lunch				
1:05-2:30	1:05-2:15	1:05-2:05	1:05-2:15	1:05-2:05
Period 6- Inquiry Class	Period 6- Inquiry Class	Period 9- Crossroads	Period 6- Inquiry Class	Period 9- Crossroads
2:30-3:30	2:20-3:05	2:10-3:00	2:20-3:05	2:10-3:00
Period 7- Move-It/PE	Period 8- Academic Support	Period 7- Move-It/PE	Period 8- Academic Support	Period 7- Move-It/PE
3:30-4:00	3:15-4:30	3:05-4:00	3:15-4:30	3:05-4:00
Period 8- Academic Support	Teacher Collaborative Planning	Period 10- Electives	Teacher Collaborative Planning	Period 10- Electives
	Student Release Times: M/W/F 4:00pm		T/TH 3:05pm	

## Agenda Item Summary

Action Item: **10.2 Public Hearing and Approval of Piner-Olivet Union School District Re-Opening Schools for the 2020-2021 School Year**

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Special Meeting of: July 7, 2020                      **Action Item**                      Report Format:

Attachment: Navigating a Safe Return to School POUSD Fall Re-Opening Plan

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### **Background**

On June 12, 2020, Sonoma County released its guidelines for opening schools in Fall of 2020. The guidelines generally follow the State Public Health and CDE guidelines also published in the last two weeks. A committee of local educators worked together to establish the guidelines with Sonoma County's Public Health Officers.

### **Issue(s)**

### **Plan/Discussion/Detail**

### **Fiscal Impact**

### **Options**

### **Recommendation**

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Motion:

---

Moved by:

Second:

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Vote:

Aye:

No:

Abstention:

Absent:

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FRANICEVIC

HINTON

MOHR

PRYOR

WAY

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# Navigating a Safe Return to School: POUSD Fall Re-Opening Plan

*DRAFT*



*DRAFT*

Board Presentation<sup>21</sup> July 7, 2020 at 6pm

# Overview:

- Community Involvement
- Parent Survey Results
- Guiding Documents
- Overview of Plan
- Next Steps



# How was the community involved?

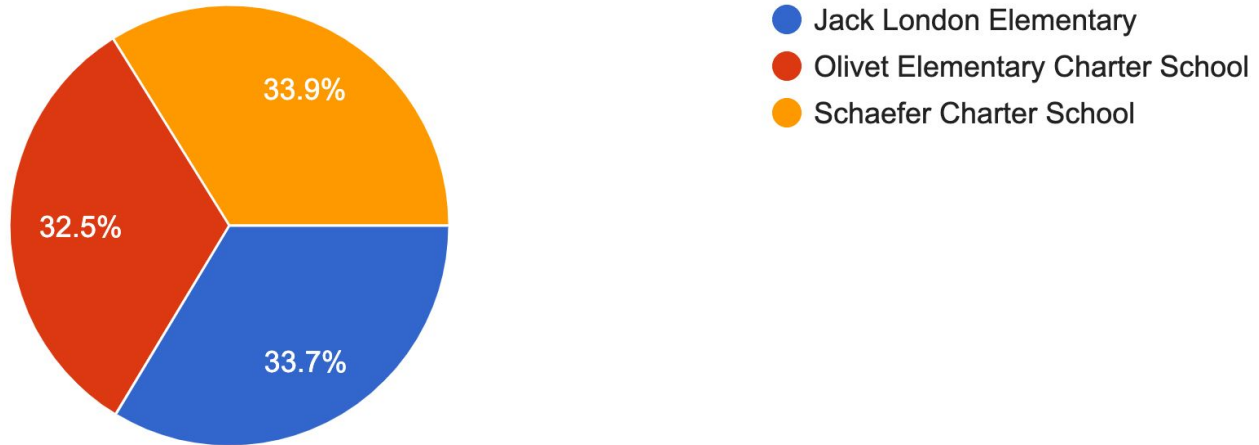
- Scenarios presented to Instructional Leadership Team, School Staff and School Site Council and/ or PTO
- Surveys to Parents on Distance Learning and Re-Opening Plan
- Re-Opening Committee: Teachers, Classified Staff, Board Members, District Office Personnel and Administrators
- Teacher Input
- Leadership Team Meetings
- Board Meeting Discussions



# Parent Survey Results

3. What POUSD school does your child attend? ¿A qué escuela de POUSD asiste su hijo?

419 responses

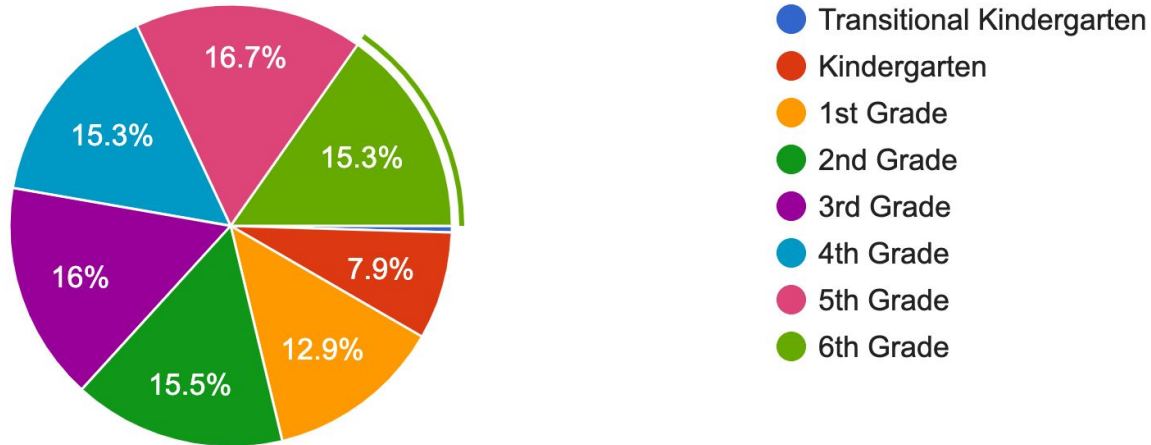




# Parent Survey Results

4. What grade will your child be in during the 2020-21 school year? ¿En qué grado estará su hijo durante el año escolar 2020-21?

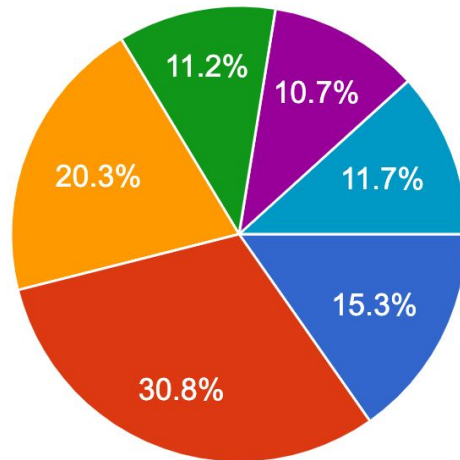
419 responses



# Parent Survey Results

8. Based on the information you have now, in June 2020, how comfortable do you think you will be sending your child back to school if the health ord... no grupos grandes, distanciamiento social, etc. )?

419 responses

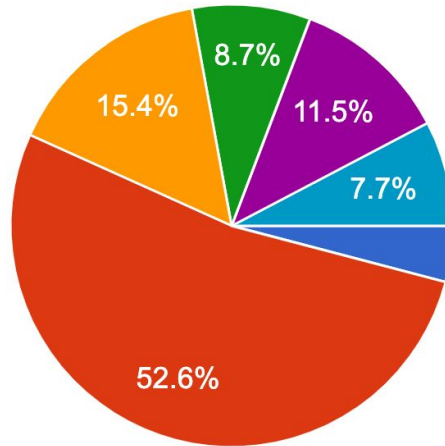


- Very comfortable (Muy cómodo.)
- Comfortable (Cómodo)
- Uncomfortable (Incómodo)
- Very uncomfortable (Muy incómodo)
- I won't send my child to school until a vaccine is available and/or treatment has significantly improved. (No enviaré a mi hijo a la escuela hasta que haya un...)
- I don't know how I feel (No sé cómo me siento.)

# Parent Survey Results

6. What would be your child care solution should POUSD offer a Hybrid Model?/¿Cuál sería su solución de cuidado infantil si POUSD ofrece un modelo híbrido?

416 responses



- My child(ren) is(are) old enough and responsible enough to supervise them...
- My child(ren) would be supervised by an immediate family member who lives in...
- My child(ren) would be supervised by a family member or friend who lives clos...
- We would pay for my child(ren) to be supervised by a fee-based child care...
- We would need POUSD to offer childc...
- Other/Otro:

# What other concerns do you have at this time regarding your child's education in the upcoming school year?

## Main Trends of Concerns:

- Concerned about **socialization**
- Concerned about **mask wearing and non-mask wearing**
- **Quality virtual** learning
- Child **getting behind** in schooling
- Schooling for **younger grade levels**
- **Belonging** and part of a community
- **In-School schooling important** for students
- Hard on **working families** doing distance learning
- **Scheduling** the same for families
- **Extra support** for struggling students
- **Socially distancing**
- **Special Education Services**



# Guidance Documents and Team Development:

## Guidance Documents:

- Natomas Charter School for Initial Structure
- Sonoma County Roadmap to a Safe Re-opening
- CDE: Stronger Together
- SCOE Plan Template
- Other School Districts (ex. Nifty Niners, Kyrene)

## Team Development:

- Parent Surveys
- Re-Opening Committee
- Staff Input
- Leadership Team

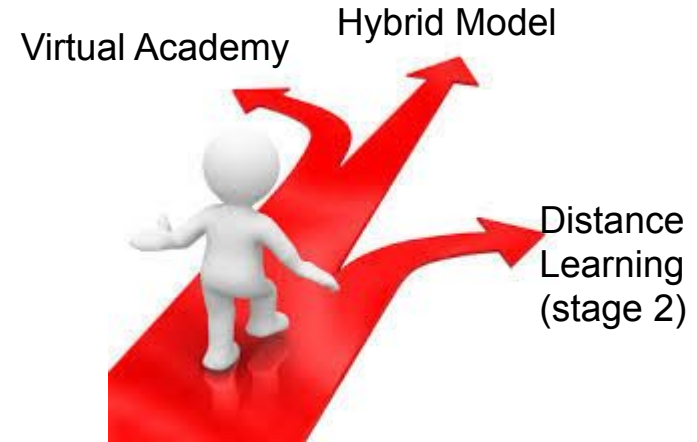


## Educational Pathways (Stage 3):

- Virtual Academy
- Hybrid Model: AA\_BB

### Why?

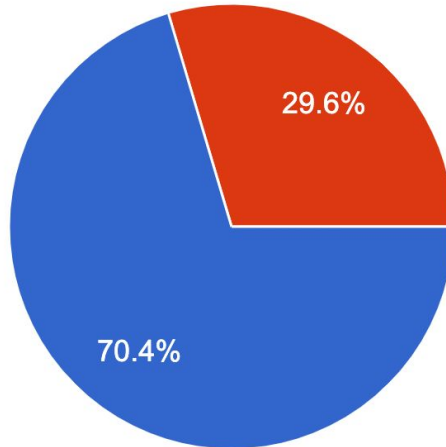
- Follows the SCPH/SCOE guidelines for health and safety
- Gives parents choice
- Similar to local districts in Santa Rosa
- Provides more time for cleaning between cohorts
- Allows students and teachers to see each other in person every week/live instruction virtually
- Allows for 1:1 check-ins, ELD instruction, support for struggling students, collaboration



# Parent Survey Results

5. If you were given the choice of instructional model for the upcoming 2020-21 school year (Public Health Orders: Stage 3), which would you lik...rdenes de Salud Pública: Etapa 3), ¿cuál elegiría?

419 responses



- Hybrid Model (This would include in-school socially distanced learning AND some distance learning online at home. Teacher directed.) Modelo híbrido (Lo más probable es que así se incluirían dentro de la escuela socialmente dista...
- Virtual Academy Model (This would include daily learning and lesson delivery online from home. Teacher directed.) Modelo de Academia Virtual (Lo más probable es que así se incluir...

# Scenario 1: Virtual Academy (Stage 1-4)

Criteria	School Structure	Special Education	Lunch	In-person Schooling
<p>Individual students are required by SCPH to quarantine and isolate due to medical fragility or health issues.</p> <p>OR</p> <p>Individual families elect to participate in Virtual Academy Program due to health and safety concerns.</p>	<p>Students have a teacher that teaches them live and asynchronous lessons, assigns work, grades progress, and uses distance, materials, and print learning tools.</p>	<p>Special education services for students in this program are provided virtually.</p>	<p>On-site school lunch is grab and go.</p>	<p>In-person program is unavailable to these students.</p>



# POUSD Virtual Academy: Overview

## Overview:

- TK/Kindergarten–Grade 12
- 5 Full days per week
- Enrolled in POUSD Virtual Academy
- Internet connection required (information for free access available)
- District device provided, if needed
- Live teacher-led instruction and asynchronous learning
- Class meetings, small groups, and 1-to-1 support
- POUSD teachers and curriculum
- Social-emotional support
- Accommodations and support services provided

## Teacher/Parent/Student Responsibilities:

Teacher:	Parent:	Student:
<p><b>Responsibilities:</b></p> <ul style="list-style-type: none"> <li>*Live Instruction</li> <li>*Asynchronous Lessons</li> <li>*Small group and 1:1 support</li> <li>*Clear Expectations</li> <li>*Focus Standards</li> <li>*POUSD Curriculum</li> <li>*SEL support and curriculum</li> <li>*Monitor, <b>grade or evaluate student work</b> and share progress with student and family</li> </ul>	<p><b>Responsibilities:</b></p> <ul style="list-style-type: none"> <li>*Enroll child in Virtual Academy</li> <li>*Accessing all supplies needed (internet, computer, etc-with school support, if needed)</li> <li>*Support child in daily attendance</li> <li>*Support child in daily learning</li> <li>*Commitment to Virtual Academy for a time period</li> </ul>	<p><b>Responsibilities:</b></p> <ul style="list-style-type: none"> <li>*Attend Virtual Academy Class(es) daily</li> <li>*Participate</li> <li>*Attend live lessons</li> <li>*Complete assigned work</li> <li>*Turn in work</li> </ul>

Virtual Academy	Monday VA	Tuesday VA	Wednesday VA	Thursday VA	Friday VA
8:20-10:15	<b>Teacher Directed 1 hr:</b> Morning learning activities and lessons (ex. community circle, ELA) <b>Student Directed (40 min.):</b> Responding to learning activities.	<b>Teacher Directed 1 hr:</b> Morning learning activities and lessons, (ex. community circle, ELA) <b>Student Directed (40 min.):</b> Responding to learning activities.	<b>Student Directed:</b> Assemblies, social emotional activities, on-line learning activities (ie., Lexia, Mathia) ELA/Math practice.	<b>Teacher Directed 1 hr:</b> Morning learning activities and lessons. (ex. community circle, ELA) <b>Student Directed (40 min.):</b> Responding to learning activities.	<b>Teacher Directed 1 hr:</b> Morning learning activities and lessons, (ex. community circle, ELA) <b>Student Directed (40 min.):</b> Responding to learning activities.
10:00-10:35	Recess	Recess	Break	Recess	Recess
10:35-12:00	<b>Teacher Directed 1 hr:</b> Math hour <b>Student Directed (25 min.):</b> Math practice	<b>Teacher Directed 1 hr:</b> Math hour <b>Student Directed (25 min.):</b> Math practice	District Grade Level Planning Meetings	<b>Teacher Directed 1 hr:</b> Math hour <b>Student Directed (25 min.):</b> Math practice	<b>Teacher Directed 1 hr:</b> Math hour <b>Student Directed (25 min.):</b> Math practice
12:00-12:30	Lunch	Lunch	Lunch	Lunch	Lunch
12:30-1:30	<b>Teacher Video/Student Directed 1 hr:</b> Social Studies, Science, Writers Workshop- guided writing/conferencing Technology Training	<b>Teacher Video/Student Directed 1 hr:</b> Social Studies, Science, Writers Workshop- guided writing/conferencing Technology Training	Cont. Planning weekly schedule for following week: Focus Standards	<b>Teacher Video/Student Directed 1 hr:</b> Writer's Workshop (ML and practice); PA and Teacher, Small group work as needed	<b>Teacher Video/Student Directed 1 hr:</b> Writer's Workshop (ML and practice); PA and Teacher, Small group work as needed
1:30-1:55	<b>Teacher Directed 25 min.:</b> Differentiated Instruction <b>Student Directed 25 min:</b> Independent Practice/SSR/Flex Time	<b>Teacher Directed 25 min.:</b> Differentiated Instruction <b>Student Directed 25 min:</b> Independent Practice/SSR/Flex Time		<b>Teacher Directed 25 min.:</b> Differentiated Instruction <b>Student Directed 25 min:</b> Independent Practice/SSR/Flex Time	<b>Teacher Directed 25 min.:</b> Differentiated Instruction <b>Student Directed 25 min:</b> Independent Practice/SSR/Flex Time
1:55-2:55	Prep/Office hours	Prep/Office hours	34 Follow Shortened Wednesday Schedule	Prep/Office hours	Prep/Office hours

## Scenario 2: Hybrid Learning (Physical Distancing Required)

Criteria	School Structure	Special Education	Lunch	In-person Schooling
<p>SCPH allows for student attendance but physical distancing is required; class sizes are reduced by 50-75%.</p>	<p>Students attend in-person instruction in shifts with 50-75% class size reductions.</p> <p>Students not in-person will have digital learning on other days that continues their instruction.</p> <p>Students and staff required to follow SCPH PPE guidelines.</p>	<p>Special education services are provided in a hybrid format based on student attendance day for RSP.</p> <p>SDC own schedule.</p>	<p>Students eat in classrooms or outside in class cohorts maintaining social distancing.</p> <p>Or</p> <p>School day ends at 1:00 and students take grab and go lunches home.</p> <p>Cafeteria offers grab and go lunches for off days so students can eat lunch at home.</p>	<p>In-person hybrid program is open to all families.</p> <p>In-person program staff support digital learning during the school day.</p>

# POUSD Hybrid Model

## Overview:

- TK-Kindergarten–Grade 12
- Enrolled in a POUSD school
- Begin school year with cohort A or cohort B
- 2 days of in-class learning/3 days digital learning
- District devices available, if needed
- In person teaching and asynchronous learning
- Class meetings, small groups, and 1-to-1 support
- POUSD teachers and curriculum
- Social-emotional support
- Accommodations and support services provided

## Teacher/Parent/Student Responsibilities:

Teacher:	Parent:	Student:
<p><b>Responsibilities:</b></p> <ul style="list-style-type: none"> <li>*Live Instruction</li> <li>*Asynchronous Lessons</li> <li>*Small group and 1:1 support</li> <li>*Clear Expectations</li> <li>*Focus Standards</li> <li>*POUSD Curriculum</li> <li>*SEL support and curriculum</li> <li>*Monitor, <b>grade or evaluate student work</b> and share progress with student and family</li> </ul>	<p><b>Responsibilities:</b></p> <ul style="list-style-type: none"> <li>*Enroll child in Hybrid Model</li> <li>*Accessing all supplies needed (internet, computer, etc-with school support, if needed)</li> <li>*Support child in daily attendance</li> <li>*Support child in daily learning</li> <li>*Commitment</li> </ul>	<p><b>Responsibilities:</b></p> <ul style="list-style-type: none"> <li>*Attend School Virtually or In-Class Daily</li> <li>*Participate</li> <li>*Attend live lessons</li> <li>*Complete assigned work</li> <li>*Turn in all work</li> </ul>

# POUSD Hybrid Model

	Monday	Tuesday	Wednesday	Thursday	Friday
8:20-10:00	Cohort A: ELA	Cohort A: ELA	8:20-10:15 Cohort A/B: Digital Learning	Cohort B: ELA	Cohort B: ELA
10:00-10:35	Recess 1 Recess 2	Recess 1 Recess 2	Break	Recess 1 Recess 2	Recess 1 Recess 2
10:35-12:00	Cohort A: Math	Cohort A: Math	10:15-12:00 District Grade Level Planning Meetings	Cohort B: Math	Cohort B: Math
12:00-12:30	Lunch	Lunch	Lunch	Lunch	Lunch
12:30-1:55 (Leave at 1:00 and do lunch at home??)	Social Studies Science Technology	Social Studies Science Technology	12:30-1:15 Cont. Planning weekly schedule for following week: Focus Standards	Social Studies Science Technology	Social Studies Science Technology
1:55-2:55	Afternoon: Prep/Office hours for cohort B (DLs)  Practice time/HW for cohort A	Afternoon: Prep/Office hours for cohort B (DLs)  Practice time/HW for cohort A	1:15-2:55 Follow Shortened Wednesday Schedule: PD (1xmonth) Teacher-Direct 37 Staff Meeting Wired Wednesday (Opt)	Afternoon: Prep Office hours for cohort A (DLs)  Practice time/HW for cohort B	Afternoon: Prep Office hours for cohort A (DLs)  Practice time/HW for cohort B

# NWP Model 1

All students and teachers on campus four days a week, for shortened days. Core classes taught in person

	M/T	Wed	Th/F
8:30-10:30	7- Science 9- Math 11- English	No in person school for students, they do virtual learning at home. Possibly have this be the day they work on PE, Crossroads, electives, maybe IC? Or else do homework for core classes?	7- English 9- Soc Systems 11- Science
	<b>Break</b> Maybe staggered so that not all cohorts are out at once?		<b>Break</b> Maybe staggered so that not all cohorts are out at once?
10:50-12:50	7- Soc Systems 9- English 11- Math		7- Math 9- Science 11- Soc Systems
	<b>Lunch</b> Kids grab bagged lunch and go home for the day		<b>Lunch</b> Kids grab bagged lunch and go home for the day
1:30-2:30	Staff collaboratively plan IC		Staff plan Crossroads, electives, ...
2:30- 3:30	Virtual IC- students sign on to zoom and do the day's work, collaboration via zoom breakout rooms (or this could be Wednesday?)		Virtual Electives? Or...? PE? Crossroads?
	Teacher planning meetings and/or prep	Teachers: PD trainings, planning, assessment, creating videos and lessons. 38 Classrooms get thoroughly cleaned	Teacher prep

# Four Areas for Design

Instructional Plan for  
Flexible Learning  
(Flexible Learning)

Addressing Learning  
Gaps  
(Equity and Support)

Prioritizing  
Connectedness and  
Well-Being

Ensuring Health and  
Safety

# Instructional Plan for Flexible Learning:

## Flexibility, Leveraging Technology, Professional Learning and Training

### Flexibility:

- Teaching technology in class and materials, print and other supplies for out of class
- Parent Choice
- TK, K and/or 1: ½ Day or am/pm schedule

### Leveraging Technology:

- POUUSD Software Platforms/Programs: Google, SeeSaw, Lexia, Renaissance, typing
  - (easier for login and more concise)
- How students use technology safely- digital citizenship
- Hardware: TK-K-1: ipads-one to one; 2-6: CB-one to one
- Time on Computer for each grade level- overall schedule
- Technology Use Agreement



# Instructional Plan for Flexible Learning:

## Flexibility, Leveraging Technology, Professional Learning and Training

### Professional Learning and Training:

- Classroom Lesson Plans
  - Developed on shortened Wednesdays
  - Added weekly to Seesaw or Google classroom (accessible to all who work with your students)
- Collaboration between district grade level teachers
  - Ex: Working together to produce videos/Creating lesson plans to use in class and online
- Professional Development: See PD Plan and Shortened Wednesday
  - Accountability, flexibility, personalized professional learning plan, etc.
  - Using curriculum digitally
  - Use F and P- trained on it and look at it for each cohort day
- How do we support family professional learning?
  - Technology training- students, parents, teachers and PAs need to be trained on platforms.
  - Parent Ed Tech Classes: Basic Use (37%), Google Apps (55%), Seesaw (47%), Bridges (64%)
    - Need in Spanish: 5%

# Addressing Learning Gaps:

Assessing Understanding, Interventions, Equity and Support

## Assessing Understanding

- Focus standards/expectations
- Assess students: F&P, Running Records, Star Math, Star Reading, etc...
- Students Learning Loss

## Interventions

- Frontloading
- Meeting the needs of students:
  - Small group instruction
  - 1:1 tutoring
  - Authentic Learning Materials to use at school and home
  - Daily and Weekly Check-Ins
  - RTI
  - Learning Teams

# Addressing Learning Gaps:

Assessing Understanding, Interventions, Equity and Support

## Equity and Support: How will you support...

### Young Learners:

- TK, K and/or 1: ½ day learning schedule
- Small group instruction
- 1:1 meetings and check-ins
- Ipads for Digital Learning
- Authentic Learning Materials at school/home
- Balance technology and real materials

### Foster and Homeless Youth:

- Small group instruction
- 1:1 meetings
- CB for Virtual Learning
- Authentic Learning Materials at school/home
- Balance technology and real materials
- Weekly Check-ins

### English learners:

- Small group instruction
- 1:1 meetings
- Authentic Learning Materials at school/home
- Weekly Check-ins
- Integrated and Designated ELD
- Balance technology and real materials

### Learning differences:

- Small group instruction
- 1:1 meetings
- Authentic Learning Materials at school/home
- Weekly Check-ins
- Balance technology and real materials

# Prioritizing Connectedness and Well-being:

## Reconnecting Students

- Teachers will consistently contact Students and Families
  - On-Campus: Check-in with the student daily
  - Hybrid/Virtual: Following up with wellness call with students that are absent
  - Focus on: Building trust and relationships so our community feeling safe and sharing their families needs
- Keeping track of student/family communication on a weekly basis (ex. Log or spreadsheet/Parentsquare)



# Prioritizing Connectedness and Well-being:

## Reconnecting Families

- Have Communication Plan (another slide)
- Send information in multiple languages.
- Share new communication system (Parent Square)
- Utilize Parent Square- sends in multiple languages (Aeries)
- **Make information available** for all home languages through technology, website, school communication, and in-person when possible
- Use toolbox Curriculum in Spanish when needed
- Provide other SEL curriculum in other languages for families
- Provide Parent Professional Learning for SEL in multiple languages
- Back to School Night: virtually



# Prioritizing Connectedness and Well-being:

## Mental Health and Social Emotional Supports

- **Counselor:**

- Counselor
- Partnership with other organizations for additional counseling services
- Student groups: Friendship, grief, loss, anxiety, and etc.
- 1:1 counseling for students that have been identified that have emotional needs
- Proactive Lessons for classes
- Family Support

- **SEL Curriculum: PBIS/ToolBox /Restorative Practices/PBIS**

- Toolbox: Continue and increase our use of it
- PBIS- looks different at different (physical) campuses
- Restorative Practices: Daily Community Circles, SEL- lessons, Mindfulness Practices
- Focus on SEL during both models: Virtual Academy, Hybrid Model

- **Weekly Check-ins and support from teachers, Program Assistants and Principal (if needed)**

- Build partnerships with SEL organization
- Each school chooses an organization to develop a full partnership.

- **Opportunities for adults to cultivate their own SEL competencies**

- Professional Development, room/time for self-reflection
- Staff Community Circles and Colleague supports and support group
- Making staff aware of the district resource that are available for our staff (i.e. insurance, RESIG, CTA, and CSEA)
- Classes/course that are available



# Ensuring Health and Safety:

Hygiene Education, Processes for Health Screening and Sick Students and Staff,  
Regular Sanitation

Hygiene Education: Educate school community on hygiene based on public health guidelines and adhere to mandates daily.

- **Behaviors to Reduce the Spread**

- Training for POUUSD staff, teachers, district personnel
- Training/Lessons for students
- Posting Signs about how to stop the spread, washing hands, etc...
- Videos for families online
- Maintaining 6ft distance
- Wearing Masks on adults and students over 12??
- Taking Temperatures and symptom check daily
- Washing hands

- **Maintaining Healthy Operations**

- Increasing Cleaning
- Virtual Assemblies and Events
- No visitors on campus
- Field Trips on hold till further notice
- Lunches in classroom/outside/grab and go??

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# Ensuring Health and Safety:

Hygiene Education, Processes for Health Screening and Sick Students and Staff,  
Regular Sanitation

- **Processes for Health Screening/Sick Students and Staff**
  - Screening of students and staff for symptoms daily (coming soon from SCOE)
  - Use SCPH and SCOE processes and procedures for supporting students and staff who become ill (coming soon from SCOE)
  - Isolation Area on campus
  - STAY Home if... (coming soon from SCOE)
- **Considerations for partial or total closures**
  - Report to SCPH and SCOE
  - Follow SCPH and SCOE procedures
  - Possible move to Distance Learning for cohort, class, school, district





# Ensuring Health and Safety:

Hygiene Education, Processes for Health Screening and Sick Students and Staff,  
Regular Sanitation

## Regular Sanitation to Maintain a Healthy Environment

- Update our protocols for daily cleaning and sanitation of campus and classroom surfaces based on public health guidelines.
- Increase cleaning in classrooms: use of cleaning machine, wipes in rooms.
- Partitions in bathrooms and in offices and Bathroom Protocols.
- Modifying layout: 6 ft apart desks/sitting for students/Partitions?
- Adult to monitor bathroom and cleaning.
- Staggered recess schedule/spacing at recess.
- **Modified schedule** to increase cleaning each day and between cohorts.
- Classroom Considerations:
  - Have PPE in classrooms: Wipes, Tissues, Hand Sanitizer, Thermometers, Face Shield, Masks, Soap, Paper Towels
  - Desks/Seating 6 ft apart
  - Markings outside with 6 ft spacing; Lunch & food protocols



# Next Steps

1. Board Discusses
2. Board Approves a POUUSD Re-Opening Plan
3. Communicate Plan to Staff
  - a. FAQ document
4. Communicate Plan to Community
  - a. POUUSD website: Dedicated pages to Re-Opening Plan, FAQs section, and Safety Measures
  - b. Weekly: Social Media-FaceBook and Twitter Updates
  - c. Bi-monthly: Newsletters with State/Public Health, District Updates, SCOE Updates
  - d. Bi-Monthly: Video Updates
  - e. Ongoing: Email, Phone, Text Updates
5. Parents enroll child in their preferred educational pathways
6. Work out details of the plan
  - a. District Committee Meetings
  - b. School Site Committees with stakeholders: parents, teachers, staff, students, etc.
7. Frequent and consistent feedback: Surveys, ~~Call~~ Calling Families, Etc...



**USC SCHOOL/SCHOOL DISTRICT PLACEMENT AGREEMENT**

This School / School District Placement Agreement (“Agreement”) is made this 7th day of July, 2020 (the “Effective Date, August 13, 2020”), by and between Piner-Olivet Charter School/Piner-Olivet Union School District, with an address located at 2707 Francisco Ave Santa Rosa, CA 95403] (“School” or “District”), and the University of Southern California, a California nonprofit educational institution, with an address of Waite Phillips Hall, 3551 Trousdale Parkway, ADM 352, Los Angeles, CA 90089 (“USC”). USC and School/District may be referred to collectively as the “parties” and individually as a “party.”

WHEREAS, USC offers graduate degree programs to its students (“Candidates”) in classroom and in online learning environments; and

WHEREAS, with respect to the online learning environment, USC Rossier and the USC Suzanne Dworak-Peck School of Social Work offer graduate degree programs with an online learning component and field placement experiences (“Programs”), including, among others, Programs in the fields of teaching, school counseling, and social work.

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Placements. The School/District agrees to host one or more Candidates in accordance with the terms of this Agreement and as further set forth in either: (a) the Teaching Candidate Addendum with respect to teaching Candidates; (b) the School Counseling Candidate Addendum with respect to School Counseling Candidates; (c) the School of Social Work Candidate Addendum with respect to School of Social Work Candidate; or (d) such other addenda for such additional Programs as may be agreed upon by the parties from time to time. Each aforementioned Addendum (collectively, the “Addenda”) is incorporated into and made a part of this Agreement.

2. Placement Opportunities.

(a) USC will request placements for its Candidates for one or more of the Programs detailed in the Addenda. Each request shall identify the particular Candidate (or, for groups of Candidates, a composite description of relevant background, assignment request, assignment objectives and suggested activities as appropriate to requested assignments for the Candidate group). USC shall comply with any School/District policy applicable to such placement requests and provided by the School/District to USC.

(b) The School/District agrees to use good-faith efforts to place Candidates proposed by USC within the School/District. The School/District shall have the sole discretion with respect to all Candidate assignments hereunder, provided that the School/District shall involve USC throughout the decision-making process. The School/District shall not in any way be obligated to accept assignments of Candidates beyond the capabilities of the School/District, as determined by the School/District in its sole discretion. The School/District shall have the right to terminate its relationship with any Candidate for violation of the School’s/District’s regulations or for other reasonable cause in accordance with the School’s/District’s standard policies or practice.

3. Compliance with Law.

(a) *Background Investigations.* (i) USC shall inform each Candidate being hosted by the School/District that they are required to complete a background check and receive appropriate clearance(s) in accordance with applicable state and local law prior to commencing any assignment at the School/District (e.g., a State-issued Certificate of Clearance in the case of a teacher placement in California). (ii) The School/District may impose requirements upon Candidates in addition to those required by state law as set forth in Section 3(a)(i) above (the “Additional Requirements”). In such event, the School/District agrees to provide all such Additional Requirements in writing to USC promptly following execution of this Agreement (or, as applicable, promptly upon

any adoption or modification thereof occurring during the Term of this Agreement). USC shall communicate all such Additional Requirements to Candidates, and shall advise Candidates to make any and all additionally required submissions directly to the School/District. Upon notice to the Candidate, the School/District shall have the right to reject any Candidate who fails to comply with the Additional Requirements from participating in an assignment at the School/District.

4. No Employment Relationship of Candidates.

(a) Candidates are students, and not employees of USC or the School/District. As such, they are not covered by USC's or the School's/District's workers' compensation policies.

(b) Candidates are neither entitled to, nor shall receive, any compensation or other employee-related benefit (without limitation) from USC or the School/District. Candidates shall not displace any School/District employee.

(c) The School/District shall provide in writing any requirements for Candidates to obtain and maintain personal liability insurance coverage, which requirements may vary based on the applicable Program. USC shall communicate to Candidates any such School/District coverage requirements, provide reasonable assistance to Candidates in obtaining such coverage, and facilitate each Candidate's submission of appropriate documentation thereof directly to the School/District (which the School/District agrees to accept).

5. Information, Hiring & Confidentiality.

(a) USC is a non-profit, educational research institution interested in evaluating the success of its graduates in impacting student achievement relative to comparable teachers, school counselors, school social workers, or other appropriate position, as the case may be. As such, USC may request the School/District to provide information to assist USC in its evaluative process. If available, the School/District shall provide such information to USC following any such reasonable request.

(b) The School/District may hire any Candidate(s) upon program completion, but is under no obligation to do so.

(c) USC shall not request the School/District to provide any health or other records of any student of the School/District covered by the Family Educational Rights and Privacy Act ("FERPA"); nor shall USC request any Candidate to share any protected School/District data (whether about School/District students or personnel) with USC.

(d) To the extent that any party to this Agreement discloses any confidential information to any other party hereto in connection with the relationships contemplated hereunder, the parties agree during the term of this Agreement (and all renewals thereof) and for a period of two (2) years thereafter to use reasonable efforts to protect, maintain as confidential, and not disclose, any such confidential information of any other party.

6. Compliance with the Law. The parties hereto shall comply with all applicable federal, state and local laws, rules, statutes, acts, regulations, code and similar legal requirements, including but not limited to FERPA.

7. Non-Discrimination. Each party represents that it is an equal opportunity employer. Each party certifies that it does not, and shall not, discriminate against its employees, students, Candidates or applicants on any unlawful basis. Each party certifies that it is, and shall remain, in compliance with all laws, regulations, executive orders or other legal prohibitions against discrimination.

8. Indemnification.

(a) *Indemnification by School/District.* The School/District shall indemnify, defend and hold harmless USC, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of the School/District, its employees, agents or representatives.

(b) *Indemnification by USC.* USC shall indemnify, defend and hold harmless the School/District, its employees, agents and representatives, from all claims, actions, awards or judgments for damages, including costs, expenses and attorneys' fees, where liability is found to exist by reason of the acts or omissions of USC, its employees, agents or representatives.

9. Governing Law. The interpretation, application, and enforcement of this Agreement shall be governed by the laws of the State of California without reference to choice of law principles. Any claim, suit, or cause of action involving the interpretation, application, or enforcement of this Agreement shall be commenced in the appropriate state or federal courts in the State of California.

10. Term, Termination and Renewal. The Term of this Agreement shall begin as of the later of the Effective Date or the date of the School's/District's signature set forth below ("Term Commencement Date") and continue through June 30<sup>th</sup> of the calendar year following the third anniversary of the Term Commencement Date. Unless any party terminates this Agreement pursuant to this Section 10, this Agreement shall automatically renew for successive one (1) year periods beginning each July 1<sup>st</sup> thereafter. Any party may terminate this Agreement with or without cause upon written notice to the other parties, provided that any such termination shall only be effective after the end of the school year during which the written notice of termination is issued. For the avoidance of doubt, other than where the School/District removes a Candidate pursuant to Section 2(b) above, the School/District shall permit current Candidates to complete the current school year at the time of any such termination.

11. Notices. Any notice to be given hereunder by any party to this Agreement shall be in writing and will be deemed given on the date received as evidenced by confirmation of receipt, except if such confirmation is later than 3:00 p.m. (School/District local time), addressed as follows (provided that, upon written notice in accordance herewith, any party may update its notice recipients at any time during the term of this Agreement):

(a) *If to the School/District:* Piner-Olivet Union School District, 3450 Coffey Lane, Santa Rosa, CA 95403

(b) *If to USC:* University of Southern California, Rossier School of Education, Waite Phillips Hall, 3470 Trousdale Parkway, WPH-504G, Los Angeles, CA 90089; attention: Dr. Kathy Stowe, Associate Dean of Academic Programs; Facsimile No. (213) 740-5799.

12. Limitation of Liability. Except as such damages may be sought or assessed in respect to third party actions covered by the indemnification provisions herein, no party shall be liable to the other for consequential, incidental, indirect, exemplary, punitive or special damages of any nature or character (including loss of profits, data, business or goodwill or any indirect economic damages whatsoever), from causes of action of any kind, including contract, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, or otherwise, even if the party at fault or in breach has been advised or had reason to know in advance of the possibility of incurring such damages.

13. Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the parties to this Agreement, such provision will be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and the remaining terms, provisions, covenants, and restrictions of this Agreement will remain in full force and effect.

14. Entire Agreement/No Modification/Counterparts/Execution/Binding Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and fully supersedes and replaces any and all prior or contemporaneous understandings or agreements, written or oral, between the parties hereto or any of their respective affiliates regarding such subject matter. Any waiver, change in, amendment, addition, supplement or other modification of any provision of this Agreement will be valid and effective only if in writing and signed and dated by all parties hereto subsequent to the execution of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, bear the signatures of all of the parties reflected hereon as the signatories. A faxed, PDF or electronic signature shall have the same legally binding effect as an original signature. This Agreement will be binding upon the parties and their successors, affiliates, subsidiaries, assigns, officers, directors, employees, and agents. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. Arbitration. All controversies, claims and disputes arising in connection with this Agreement shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement shall be settled finally by arbitration in accordance with the provisions of this paragraph. Such arbitration shall be conducted in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The parties hereto hereby agree that the arbitration procedure provided for herein shall be the sole and exclusive method of resolving any and all of the aforesaid controversies, claims and disputes. The costs and expenses of the arbitration, including without limitation attorneys’ fees, shall be borne by the parties in the manner determined by the arbitrator. Legal action for (i) entry of judgment upon any arbitration award or (ii) adjudication of any controversy, claim or dispute arising from a breach or alleged breach of this paragraph may be heard and tried only in the courts of the State of California for the County of Los Angeles or the Federal District Court for the Central California for the County of Los Angeles or the Federal District Court for the Central District of California. Each of the parties hereto hereby irrevocably and unconditionally waives any right(s) to trial by jury in any action or proceeding arising under this Section 15 and each party further waives any defense of lack of in personam jurisdiction of said courts. Each party agrees that service of process in such action may be made upon each of them by mailing it certified or registered mail to the other party at the address provided for in this Agreement. Both parties agree that the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, including without limitation, attorneys’ fees.

16. No Agency; No Assignment. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise, or partnership relation between the parties. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

**INTENDING TO BE LEGALLY BOUND HEREBY**, the parties affix their respective hands below:

<p><b>Piner-Olivet Charter School / Piner-Olivet Union School District</b></p>	<p><b>UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE USC ROSSIER SCHOOL OF EDUCATION AND THE USC SUZANNE DWORAK-PECK SCHOOL OF SOCIAL WORK</b></p>
<p><b>Print Name:</b></p> <p>_____</p>	<p><b>Print Name:</b></p> <p>_____</p>

<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Dated:</b> _____	<b>Dated:</b> _____



**TEACHING CANDIDATE ADDENDUM  
TO THE ROSSIER PLACEMENT AGREEMENT**

This Teaching Candidate Addendum to the School/School District Placement Agreement (“Addendum”) is incorporated into and made a part of that certain School / School District Placement Agreement (the “Agreement”) executed concurrently with this Addendum (or subsequently on the date indicated below), and is effective as of “Term Commencement Date”, as defined in the Agreement. Capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to them in the Agreement.

1. Controlling Terms. The terms of this Addendum modify and supplement the Agreement. Whenever any inconsistency or conflict exists between the Agreement and this Addendum, the terms of this Addendum control and supersede the Agreement. In all other respects, the terms of the Agreement are ratified and confirmed.

2. Placement Opportunities. USC shall identify prospective Candidates to the School/District for potential placement within the School/District, including assignment to a teacher of record, in the following categories: (i) “Observation Students” (*e.g.*, recess observation, lunchtime interactions, interactions with parents/teachers, etc.); (ii) “Research Students” (*e.g.*, case study, classroom observation with student interaction, lesson delivery as part of fieldwork, etc.); and (iii) “Student Teachers” (*i.e.*, “Guided Practice”, with “Guiding Teachers”, as defined in Section 3 below). USC shall supply the Candidate’s name, relevant program and background clearance information and type of assignment appropriately matching the prospect’s needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of Candidates it shall accept as Observation Students, Research Students and Student Teachers, the length of assignments, and the distribution of assignments.

3. Guiding Teachers.

(a) The School/District shall make recommendations to USC regarding teachers whom it believes are appropriate to serve as Guiding Teachers (defined below). Through the School’s/District’s recommendations, USC’s observations and Student Teacher reference, USC shall identify teachers working within the School/District to supervise and prepare Student Teachers during their student teaching experiences (“Guiding Teacher”).

(b) Both the School/District and USC shall approve the participation of any teacher as a Guiding Teacher, provided that the School/District shall use its best efforts to approve a sufficient quantity of Guiding Teachers necessary to oversee the agreed-upon number of Student Teachers placed within the School/District at any time.

(c) Should any Guiding Teacher become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative Guiding Teacher to the Student Teacher (excluding a substitute teacher that replaces the original Guiding Teacher within the School/District).

4. Credential Seeking Candidates. Any credential seeking USC Student Teacher Candidate shall be required to sit for and pass applicable, state- and subject-specific exams (*e.g.*, CSET, CBEST, etc.) prior to the commencement of his or her assignment as a Student Teacher.

5. Honorarium.

(a) Upon each Student Teacher’s completion of his or her guided learning assignment, USC shall pay, or direct a designated third party to pay, an honorarium of \$350.00 directly to each Guiding Teacher for his or her participation in a Student Teacher’s guided learning assignment. The School/District agrees that USC may require Guiding Teachers to submit reasonable documentation to USC prior to USC making payments hereunder.

(b) USC shall comply with any School/District policy requiring that the School/District, and not third parties, make Guiding Teacher payments to Guiding Teachers. In such event, the School/District may require USC to make Guiding Teacher payments to the School/District for distribution by the School/District to Guiding Teachers, provided that the School/District shall first invoice USC for any such payment(s). For the avoidance of doubt, in the event that USC makes Guiding Teacher payments to the School/District in accordance with this Section 5(b), Section 5(a) above shall be deemed stricken from the Agreement with respect thereto.

(c) Should any Guiding Teacher fail to complete his or her assignment hereunder (either due to such teacher's own circumstances or due to USC's removal of the teacher as a Guiding Teacher), USC shall pay the corresponding honorarium on a pro rata basis.

(d) USC shall comply with any written School/District policy or procedure contrary to this Section 5, provided that the School/District shall provide any copy/copies thereof upon execution of the Agreement or subsequent adoption thereof.

6. Use of Video. USC utilizes video recording throughout its programs, including as an essential element of its instruction methodology. (By way of example only, the State of California requires USC to administer a Teaching Performance Assessment (“TPA”) of its students as part of USC’s teacher preparation program, with a component of that TPA being video that USC must obtain from each Student Teacher and maintain on file with the California Commission on Teacher Credentialing.) As such, any Student Teacher may make video recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require Student Teachers to be responsible for obtaining appropriate and signed video release/authorization forms (which USC shall provide to Student Teacher ) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (*i.e.*, under the age of legal competence). The School/District may provide reasonable assistance to Student Teachers in obtaining signatures on such forms.

7. Performance Data. Should the School/District hire any teacher Candidate(s), the School/District shall support USC’s program evaluation initiatives by sharing student-level performance data for students he or she teaches to measure teacher efficiency relative to other Master of Arts in Teaching graduates and to other new teachers prepared through other pathways. USC shall keep such data confidential and use it only to facilitate analysis of its effectiveness, and will share its findings with the School/District. This paragraph 7 shall survive the expiration or termination of the Agreement for any reason.

**INTENDING TO BE LEGALLY BOUND HEREBY**, the parties affix their respective hands below:

<b>PINER-OLIVET CHARTER SCHOOL/PINER-OLIVET UNION SCHOOL DISTRICT</b>	<b>UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE ROSSIER SCHOOL OF EDUCATION</b>
<b>Print Name:</b> _____	<b>Print Name:</b> _____
<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Dated:</b> _____	<b>Dated:</b> _____

**SCHOOL COUNSELING CANDIDATE ADDENDUM  
TO THE ROSSIER PLACEMENT AGREEMENT**

This School Counseling Candidate Addendum to the School / School District Placement Agreement (“Addendum”) is incorporated into and made a part of that certain School / School District Placement Agreement (the “Agreement”) executed concurrently with this Addendum (or subsequently on the date indicated below), and is effective as of “Term Commencement Date”, as defined in the Agreement. Capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to them in the Agreement.

1. Controlling Terms. The terms of this Addendum modify and supplement the Agreement. Whenever any inconsistency or conflict exists between the Agreement and this Addendum, the terms of this Addendum control and supersede the Agreement. In all other respects, the terms of the Agreement are ratified and confirmed.

2. Placement Opportunities. USC shall identify prospective Candidates to the School/District for potential placement within the School/District, including assignment to a school-site supervisor of record. USC shall supply the Candidate’s name, relevant program and background clearance information and type of assignment appropriately matching the prospect’s needs. Notwithstanding the foregoing, the School/District shall at all times have discretion over the maximum number of Candidates it shall accept as School Counselor Students, the length of assignments, and the distribution of assignments.

3. School-site Supervisor.

(a) The School/District shall make recommendations to USC regarding [staff members] whom School/District believes are appropriate to serve as “School-site Supervisors” (defined below). Through the School’s/District’s recommendations, USC’s observations and School/District staff references, USC shall identify counselors and other staff working within the School/District to supervise and prepare School Counselor Candidates during their in-school experiences (“School-site Supervisors”).

(b) Both the School/District and USC shall approve the participation of any staff as a School-site Supervisor, provided that the School/District shall use its best efforts to approve a sufficient quantity of School-site Supervisors necessary to oversee the agreed-upon number of School Counselor Candidates placed within the School/District at any time.

(c) Should any School-site Supervisor become unable to perform or fulfill his or her duties hereunder, the School/District shall assign an alternative School-site Supervisor to the School Counselor Candidate (excluding a substitute teacher that replaces the original School-site Supervisor within the School/District).

4. Credential Seeking Candidates. Any credential seeking USC School Counselor Candidate shall be required to sit for and pass applicable, state-specific exams (*for example, in California*, the California Basic Educational Skills Test), as applicable in the Candidate’s state of residence, prior to the commencement of his or her assignment as a School Counselor Candidate.

5. Use of Video. USC utilizes video recording throughout its programs, including as an essential element of its instruction methodology. As such, any Candidate may make video recordings as part of his or her program studies throughout his or her assignment at the School/District. USC shall require Candidates to be responsible for obtaining appropriate and signed video release/authorization forms (which USC shall provide to Candidate ) on behalf of recorded individuals, as appropriate, including obtaining parent/guardian signatures on behalf of recorded individuals who are minors (*i.e.*, under the age of legal competence). The School/District may provide reasonable assistance to Candidates in obtaining signatures on such forms.

6. Performance Data. Should the School/District hire any school counselor Candidate(s), the School/District shall support USC’s program evaluation initiatives by sharing student-level performance data for students he or she counsels to measure school counselor efficiency relative to other Master of Education in School Counseling graduates and to other new school counselors prepared through other pathways. USC shall keep such data confidential and use it only to facilitate analysis of its effectiveness, and will share its findings with the School/District. This paragraph 6 shall survive the expiration or termination of the Agreement for any reason.

**INTENDING TO BE LEGALLY BOUND HEREBY**, the parties affix their respective hands below:

<b>PINER-OLIVET CHARTER SCHOOL/PINER-OLIVET UNION SCHOOL DISTRICT</b>	<b>UNIVERSITY OF SOUTHERN CALIFORNIA, ON BEHALF OF THE ROSSIER SCHOOL OF EDUCATION</b>
<b>Print Name:</b> _____	<b>Print Name:</b> _____
<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Dated:</b> _____	<b>Dated:</b> _____