

Memorandum of Understanding Distance Learning Due to COVID-19 School Closures

The _____ School District (“District”) and _____ Association (“Association”) enter into this Memorandum of Understanding (“MOU”) regarding distance learning related to the COVID-19 pandemic.

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

The District and Association agree as follows:

“Distance Learning” Defined

- “Distance learning” is defined as educational support in which the student and instructor are in separate locations other than school, including online instruction, assignments, take home packets, phone calls, emails, text reminder applications, and other means of communication. **[Note – It may be appropriate to cite relevant state or local regulations here.]**

Preparation Time to Implement Distance Learning

- Employees shall be provided **[number of days, but at least one]** to prepare lessons and resources to transition to distance learning.

Equipment, Training, and Technical Support for Employees

- The District shall provide all necessary equipment and internet connections to deliver or support distance learning, when such resources are requested by the employee. If the District cannot provide the necessary equipment, the employee will be reimbursed for pre-approved purchases.
- Employees shall not be liable for damage to District equipment.
- If an employee is required or chooses to provide printed materials to students, the District shall be responsible for printing and distributing such materials to students. If employees produce their own copies, the District will reimburse the employee for any incurred costs.
- Employees who use their own vehicle for distributing distance learning materials will be reimbursed for gasoline and mileage based on existing District policies/current IRS reimbursement rates.
- Employees shall not be held accountable when the physical distribution of materials is prohibited or otherwise impractical, such as when a student has moved too far from the district.
- Employees shall not be disciplined or held responsible for any failure by the District to provide or reimburse employees for a computer and secure internet connection, or if technologies are disrupted or otherwise insufficient to facilitate distance learning.
- The District shall provide employees with general technical support for their distance learning needs, including but not limited to access to technical services personnel, helplines, virtual instruction on distance learning platforms, and instructional materials.
- The District shall provide employees and students with all necessary technical support for district-provided distance learning resources.

- Employees providing distance learning or support to students shall receive a monthly stipend of \$ **[amount/month]**, beginning **[date]** and continuing through the remainder of the District's school closure. The stipend can cover costs incurred with working from home, increased personal data usage, home internet, equipment purchases, or transportation costs. In the event schools reopen prior to the completion of a full month period, the stipend shall be prorated accordingly.
- Employees shall receive training on the use and support of technology and the delivery of instruction via distance learning. Training will take place virtually prior to the implementation or modification of distance learning, under the following conditions: **[insert specifics here]**.
- Employees who participate in training related to distance learning outside regular work hours, shall be paid \$ _____. Information regarding training opportunities shall be communicated to all members via email.

Communication, Collaboration, Privacy, and Security

- Employees shall check their District email daily/ [optional – identify # of times] during regular work hours during the regular work week.
- On a weekly basis, employees shall inform parents and students of their projected availability to provide extra support or respond to parental communication. It is understood that employees may have to modify their scheduled availability due to their own circumstances and they will not be subject to discipline for any changes.
- Employees shall not be required to provide personal cell phone numbers or email addresses in communications with parents or students. If employees must communicate with parents or students via telephone and do not want to use their personal cell phones or devices, the District will either provide a cell phone or virtual teleconference option that maintains the privacy of employees' personal contact information.
- Virtual staff meetings, if needed, shall be held in accordance with the current negotiated agreement. The District will provide sufficient notice to employees. Employees who are not available during the scheduled staff meetings are responsible for watching a recorded version (if made available) and will not be disciplined for missing the meeting.
- Employees may collaborate virtually as they deem necessary and appropriate while they are engaged in preparing for or providing distance learning. The time and manner of collaboration will be determined by the employees. **[Note: Some states have enacted legislation or regulations mandating minimum preparation time or planning time. You may need to reference these regulations here or seek legal guidance if these requirements have not been waived during the school closure period.]**
- Students will only be permitted to participate in live video/audio lessons after the District has secured parent or guardian permission for such activity and said parent or guardian has agreed to the District's acceptable use policy.
- The District will not require employees to record live video or audio lessons. Employees will not be recorded without their knowledge and authorization.
- It is understood that District employees will be providing distance learning from their home environment. In some cases, an employee's family member may inadvertently interrupt the lesson or distract students (for instance, background conversations). Employees shall not be disciplined for actions of employees' household members that may be witnessed or heard by students.

Curriculum Content and Scheduling

- The District shall provide a computer and computer internet access to any student who does not have access to a computer or the internet that is necessary for distance learning. If the District cannot ensure that all students have such access, the District is responsible for developing alternative means of distance learning and providing the required materials to their home.
- The District will provide employees with approved learning platforms to provide the distance learning. The District will assist employees in selecting alternative education technology platforms and products if they need or desire to use them so that the District can verify that they meet applicable security and privacy standards.
- Any lesson plans provided by the District shall be considered a recommendation. Educators may customize the content to meet the needs of the students in their class(es) and in response to technological challenges.
- The District acknowledges that all employees could face scheduling challenges due to personal reasons and will accommodate employees' personal schedules. Educators will be allowed to maintain a flexible daily schedule throughout the emergency school closure.
- Due to the COVID-19 disrupting normal family life and recognizing that students' family circumstances differ, the following are maximum time limits students should be expected to engage with distance learning lessons each week. These maximum times include screen time, homework, reading, and other activities per grade level: **[insert specifics here]**.
- Teachers shall not be evaluated on lesson plans or instruction developed in response to this period of distance learning. Employees shall not be disciplined for students' lack of access or lack of "attendance."

Special Education, Counselors, Psychologists, Speech-Language, Occupational and Physical Therapists

- The parties agree to meet at the request of either party to address implementing guidance from the State Department of Education and/or Federal Department of Education in order to provide equitable and appropriate education for students with special needs. Special education teachers and paraeducators will work collaboratively with core content teachers to adapt lessons to meet the needs of students in a remote learning environment and ensure that lessons and activities are appropriate, as documented in the student's IEP.
 - Students with moderate to severe disabilities will be provided continuity of learning through a variety of distance learning resources, as appropriate.
 - Related Service Providers (Adapted PE, etc.), will prepare appropriate distance learning activities that can be performed at home.

[NOTE: Is there a District provision for a different IEP for distance learning such as an Individualized Distance Learning Plan? It may be beneficial to draft one since this could help address the number of direct and indirect minutes instruction requirements and other related issues.]

- The parties agree that the school-based multi-disciplinary IEP team, along with the parent or guardian, is in the best position to make decisions related to the social, emotional, and academic development of the student as well as the duration and intensity of delivery service(s) needed.

- Virtual tools shall be used to hold any necessary IEP meetings and to meet and collaborate on a student's IEP.
- School psychologists may provide appointments for students for social, emotional and/or behavioral needs as deemed necessary by the psychologists, as well as communicate with families to provide support. Any scheduled appointments may be conducted by telephone or virtual tools, so long as the privacy of employees, students, and/or families can be guaranteed.
- Counselors may provide virtual or telephone appointments to students for social, emotional and academic counseling, monitoring, and guidance. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as appropriate, so long as the privacy of employees, students, and/or families can be guaranteed.
- Speech and language pathologists, occupational therapists and physical therapists may provide individual and/or group virtual lessons. These lessons may be conducted via email, by telephone, or other virtual tools, as appropriate.

Compensation

- Employees will be paid at their regular salaries. Employees who develop distance learning curricula, methods, or materials for District-wide or school-wide use will be paid for additional hours worked.
- Employees covered by the FLSA will be paid for all overtime hours.
- Employees who perform responsibilities in a higher job classification will receive higher pay.

Approved Leaves of Absences

- Employees will be permitted to elect to use medical, family, vacation, personal or any other type of leave to which they are otherwise entitled under the existing CBA or District policy guidance.
- Employees with previously approved leaves of absence or use of personal days during the period of school closure or distance learning period will not be required to conduct distance learning during those days. In addition, if an employee's or employee's family member becomes ill during the distance learning, all existing contractual protections, including those specifically developed in response to COVID-19, as well as Family and Medical federal or state mandated leaves, will apply.
- Any extension of the school year will be subject to bargaining and will result in additional pay to all employees.

Student Assessment

- Students will not receive a lesser grade than their grade when the District schools closed.
- The parties acknowledge that the transition to distance learning presents unique challenges to both staff and students and that students should not be penalized as they adapt. The parties will consider these challenges [as well as input from parents and students] in determining whether and how grades should be assigned during these periods.

This Memorandum of Understanding was adapted from documents developed by the California Teachers Association (CTA) and the New York State United Teachers (NYSUT).