

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ACTON AGUA DULCE UNIFIED SCHOOL DISTRICT  
AND  
ACTON AGUA DULCE TEACHERS ASSOCIATION  
DISTANCE LEARNING DUE TO SCHOOL CLOSURES DURING COVID-19 PANDEMIC**

May 5, 2020

The Acton Agua Dulce Unified School District (“District”) and Acton Agua Dulce Teachers’ Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding distance learning related to the coronavirus (“COVID-19”) pandemic.

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 Association agree as follows:

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

- The District and Association 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 MOU, “distance learning” means instruction in which the student and instructor are in different locations. Methods could include on-line instruction, synchronously and asynchronously, take home packets, phone calls, emails, text reminder applications, and other means of approved communication.
- District and State assessments scheduled after March 16, 2020 have been suspended.
- Distance Learning activities provided to students will include enrichment, engagement, and review through tools like but not limited to **district and school site websites, Google Classroom, and printed materials**. Students will be “held harmless,” and will not receive a lesser grade than their grade when District schools closed on March 13, 2020, as a result of engaging in distance learning during this unprecedented time. This will align with the adopted district grading policy as well as the State Superintendent of Public Instructions’ (SSPI) recent statements that assessments should not be used during this time as a summative measure, but rather as a formative measure to gauge instruction and areas where students may need support. Following further guidance from the California Department of Education (CDE), SSPI, or Governor, the parties will meet again to determine additional options for grading to ensure equity.
- The District, in collaboration with the Association, agrees to make provisions for certificated staff to enable students to engage in a unique education delivery model - distance learning. This model will provide teachers with an alternative method of delivering instruction that does not require unit members to physically report to work.

**MEMORANDUM OF UNDERSTANDING  
DISTANCE LEARNING DUE TO SCHOOL CLOSURES DURING COVID-19 PANDEMIC**

***Preparation Time to Implement Distance Learning***

- Bargaining unit members shall be expected to prepare lessons and resources for distance learning in accordance with the established school work days established by the collective bargaining agreement and school site schedules prior to the school closure.

***Equipment, Training, and Technical Support***

- The District shall provide all necessary equipment, internet connections, hotspots, and any other necessary equipment to deliver distance learning. Staff shall not be liable for damage to District equipment. If a bargaining unit member chooses to provide printed materials to students, the District shall be responsible for printing and distributing such materials to students.
- Bargaining unit members shall receive a stipend of \$100 for the period beginning March 16 through June 30, 2020 for costs incurred while working from home, increased personal data usage, and home internet.
- Bargaining unit members shall receive professional development on the use of technology and the delivery of instruction via distance learning. Professional development shall be presented during the teachers' regular work day, established by the collective bargaining agreement and the existing school site schedules in place prior to school closure. Attendance and participation will be voluntary. Efforts will be made to provide recordings of the training sessions presented for continued review and professional learning.
- Bargaining unit members who participate in approved training related to distance learning outside regular work hours, upon confirmed attendance, shall be paid at district hourly rate. Prior district or site administrator approval is required for payment. Information regarding training opportunities shall be communicated by administration with all bargaining unit members via email.
- The District shall provide bargaining unit members access to District provided technical support via virtual tools. This may include access to technical support personnel, helplines, 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***

- Bargaining unit members shall check their District email daily during the regular work week.
- Staff may collaborate virtually as they deem necessary and appropriate while they are engaged in distance learning. Recognizing this unique situation, the time and manner of collaboration will not be determined by District or site administration.
- On a weekly basis, unit members shall inform parents and students of their availability to provide support and clarification via email and/or other virtual platforms. Bargaining unit members shall not be required to provide personal cell phone numbers or email addresses in communications with parents

**MEMORANDUM OF UNDERSTANDING  
DISTANCE LEARNING DUE TO SCHOOL CLOSURES DURING COVID-19 PANDEMIC**

or students. Virtual staff meetings, if needed, shall be held in accordance with the current negotiated agreement. Meeting times may be altered only by mutual agreement of affected bargaining unit members and the district or school site.

- Students will only be permitted to participate in live video/audio lessons after the District has secured parent/guardian permission for such activity and agreed to the District's acceptable use policy. The District will inform teachers of which students have permission to participate. Teachers will not be required to conduct live video over their objection, pursuant to Education Code Section 51512.

***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). Teachers may customize the content to meet the needs of the students in their class(es). Bargaining unit members may choose to be innovative and develop activities to support and encourage their own innovative teaching modalities. Unit members shall not be evaluated on those lessons and/or instruction during this pandemic/period of distance learning.
- Bargaining unit members will be expected to provide instruction, resources, and support to students through distance learning. However, considering the personal challenges presented by the COVID-19 pandemic (e.g., members' own childcare concerns/needs), bargaining unit members shall not be required to maintain a set daily schedule throughout the distance learning model. Due to the pandemic disrupting normal family life and recognizing that family circumstances may be different for students and their families; 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:
  - TK-K: No less than 1 hour daily
  - 1-4: No less than 2 hours daily
  - 5-8: No less than 2.5 hours daily
  - 9-12: No less than 3 hours daily
- The coursework provided to students shall have the intention of promoting continuity of learning while students are not in school. This will include enrichment, intervention, and/or exposure to new material. The pace of instruction shall be at the discretion of the teacher based on the needs of one's students. The work provided will not require summative assessments or grading.

***Special Education and Counselors***

- The parties agree to meet at the request of either party to address implementing guidance from the CDE and/or Federal Department of Education in order to provide equitable and appropriate education for students with special needs.
- Virtual tools shall be used to hold any necessary IEP meetings and to meet and collaborate on a student's IEP.

MEMORANDUM OF UNDERSTANDING  
DISTANCE LEARNING DUE TO SCHOOL CLOSURES DURING COVID-19 PANDEMIC

- Unit members will be compensated at district hourly rate for any IEP meetings that extend beyond their established work day as defined by the Collective Bargaining Agreement and existing school site schedules.
- Counselors may provide virtual or telephone appointments to students for academic counseling, monitoring, and guidance. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as appropriate.

***Compensation***

- Certificated bargaining unit members who are developing distance learning curriculum, methods, or materials for use Districtwide will be paid at their district hourly rate for the additional hours worked.

***Miscellaneous/Other Provisions***

- Upon the State/County/District determining schools are safe to reopen, the District shall provide at least 72-hour notice, if possible, to all unit members to prepare for return to the classroom with students.
- The first workday back to District work sites shall be a non-student day for preparation to resume in-person classes, and all District classrooms/facilities shall be cleaned/disinfected pursuant to the highest-level requirement(s) of local, state, and/or federal health authorities (and in accordance with any previously agreed to conditions between the parties) .

All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.

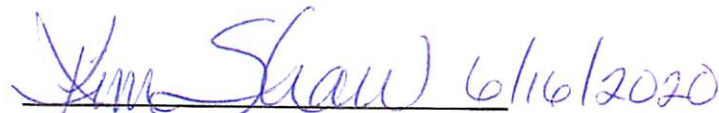
This MOU resolves the negotiable effects of distance learning due to COVID-19. The District and/or Association reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures in the 2019-20 school year.

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



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For the Association



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For the District