

Distance Learning MOU Draft

This Memorandum of Understanding (“Agreement”) is made by and between the Lynwood Unified School District (“District”) and the Lynwood Teachers Association (“LTA”). Where appropriate, the District and LTA will collectively be referred to as the “parties.” The purpose of this Memorandum of Understanding is to address bargaining unit member working conditions and district operations, specifically distance learning, during the COVID-19 emergency response and school closures.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable considerations, the Parties agree as follows:

1. **Defining “Distance Learning”** -- 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, take home packets, phone calls, emails, text reminder applications, and other means of communication. 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.

2. **Support for Distance Learning:** 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. Bargaining unit members may also request from the District technology equipment that may assist them in distance learning.

3. **Curriculum and Instruction:**

- a. Flexible learning activities may be provided to students and may include enrichment, engagement, and review. Unit members shall determine the means and method of providing distance learning based on their resources and their students’ ability to access the curriculum. Unit members may request and shall be granted additional training for the use of technology for the purposes of distance learning. Professional development shall take place virtually.
- b. 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.

4. **Grading:** The following aligns with 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:

- a. Final grades will be determined using assigned work completed by the end of the year. Assigning a grade in a distance learning context may require bargaining unit members reconsider the kinds of materials they provide and accept from students.
- b. LUSD will utilize a three-pronged approach which includes three levels of grading: Pass With Honors / Pass / No Pass for all students in grades TK - 12th grade. Grading averages and scales shall be flexible and focus on effort versus mastery.
- b. *Request for Letter Grade:* In an effort to support students who may be applying to Private/Out-State Colleges and Universities, Seniors and Juniors may request a letter grade for the 4th quarter. Requests by students shall be made to the site administrator and teacher via District email by May 15, 2020.
- c. Students shall not receive a grade lower than their 3rd quarter grade but can improve on their 3rd quarter grade. Students will not be notified that their 3rd quarter grades are final.
- d. *Grading Rubric:* To determine whether a student receives a Pass With Honors / Pass / No Pass, the following criteria must be considered:
 - i. If the student was passing as of the last date of formal instruction, March 13, 2020, they should receive no less than a passing final grade.
 - ii. If the student was demonstrating/or is now demonstrating a grade of an A, they will qualify for a Pass With Honors grade.
 - iii. If a student was failing a class as of the last date of formal instruction, March 13, 2020, but participates in distance learning and attempts to complete the assigned work they will receive a passing grade.
 - iv. The following scale may be used to determine grades:
 - Letter Grade A - Pass with Honors
 - Letter Grade B, C, or D - Pass
 - Letter Grade F- No Pass
 - v. *Criteria for receiving a No Pass:* If a student received an F - Fail at 3rd quarter and completes any amount of work during the school closure they will receive a Pass grade. Students shall be held harmless during Distance Learning. Prior to assigning a No Pass grade, bargaining unit members shall first notify their site administrators that no contact or no work has been received and second, demonstrate evidence of attempts to personally connect with the student via phone call, and email.
- e. Student Follow-Up – If after multiple attempts to personally connect with a student regarding distance learning, the student is non-responsive, the bargaining unit member shall report this student’s name and contact information to their site administrator for additional outreach and follow-up by the site.

5. Scheduling and Expectations:

- a. Bargaining unit members will be expected to provide instruction, resources, and support to students through distance learning. While bargaining unit members are encouraged to utilize the suggested sample schedule in Appendix A to schedule zoom meetings/google hangouts/etc and avoid student conflict and overlap with other bargaining unit members, 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 emergency school closure.
- b. Due to the pandemic disrupting normal family life and recognizing that family circumstances may be different for students and their families, bargaining unit members should assign no more than 2.5 hours per week worth of work per class. AP classes may require more time due to test prep. These maximum times include screen time, homework, reading, and other activities per grade level.
- c. Bargaining unit members shall maintain regular communication with students. Bargaining unit members shall not be required to provide personal cell phone numbers or email addresses in communications with students or parents.

6. **School Psychologists:** 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 appointments scheduled can be conducted virtually or by district provided equipment.

7. **Counselors:** Counselors will continue to address the three domains Academic, Career, Social/Emotional development. Counselors may provide virtual appointments to students for academic counseling, monitoring, and guidance from any one of the domains. These appointments or conversations may be conducted via email or when appropriate via tools such as Google Hangout and/or other virtual tools.

8. **SLPs:** Speech and Language Pathologist may provide individual and/or group virtual lessons via tools such as Google Hangout. These appointments or conversations may be conducted via email or when appropriate via tools such as Google Hangout and/or other virtual tools.

9. **Collaboration:** Bargaining unit members 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.

10. **Staff Meetings and/or Professional Development:** Meetings (staff, department, grade level chair, leadership ship, IEP, SST, etc.) and/or professional development shall be scheduled on Wednesdays. Bargaining unit members shall participate in no more than two (2) meetings and/or professional development each Wednesday. Should a bargaining unit member have more than two (2) meetings and/or professional development scheduled on a Wednesday, the bargaining unit member shall notify the appropriate administrator of the conflict and their inability to participate in the excessive meeting(s) of their choosing. Professional development may be

recorded so that bargaining unit members not available during the scheduled professional development may watch a recorded version.

11. **Communication w/Admin, Parents and Students:** Employees should check their District email for updates throughout their workday.

12. All other terms and conditions of work shall be in accordance with the current collective bargaining agreement between the District and LTA.
13. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the Parties. There are no other oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.

14. This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.

15. Modification: This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by both Parties. The parties understand this situation is fluid and that LTA reserves the right to negotiate any additional impacts of the COVID-19 emergency response to the 2019-20 academic year.

16. Execution: The Agreement may be executed in several counterparts, and shall be deemed legally effective at such time as the counterparts thereof, duly executed on behalf of both parties, have been furnished and delivered to the parties or attorneys for the parties to this Agreement.

17. Unless mutually extended by the parties, this Agreement shall expire June 30, 2020.

For the Lynwood Unified School District:

For Lynwood Teacher Association:

Brian Lucas
Assistant Superintendent, Human Resources

Debbie Diaz
President

Date

Date