

# Memorandum of Understanding Between the Lynwood Unified School District and the Lynwood Teachers Association

## LUSD Counter Proposal

August 6, 2020 (6:45 p.m.) DRAFT

1. The Lynwood Unified School District (“District”) and Lynwood Teachers Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding Distance Learning for the period of August 17, 2020 through December 18, 2020.
2. In preparation for the 2020-2021 school year, the parties recognize the need to address the District’s learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations of the Los Angeles County Department of Public Health officials to prevent illness and contain the spread of the virus.
3. The District will offer Distance Learning until in-person instruction is safe, as determined by, including but not limited to, providing personal protective equipment, social distancing environment, sanitizing, and disinfectant supplies.

The District shall adhere to the most recent COVID guidelines issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Health (“CDPH”), California Department of Education (“CDE”), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), and the Los Angeles County Department of Health. The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.

4. The parties agree to follow S.B. 98 and all California laws concerning Distance Learning. (Education Code Section 43503)
5. Instruction will begin via distance learning for the 20-21 school year. Bargaining unit members may work remotely to provide distance learning. No Bargaining Unit member will be required to report to their work site/District Office as long as they have the required equipment and internet access in order to work remotely. Bargaining Unit members may choose to volunteer to physically report to their school site for the contractual day, once the District is able to adhere to the most recent COVID 19 guidelines issued by the Los Angeles County Department of Health. The District shall notify LTA once it has met these guidelines. The parties agree to meet regarding possible implementation of the Phase 2 and Phase 3 instructional models (e.g., blended and in-person learning)

6. The parties mutually agree to communicate and meet as necessary to develop guidelines and amendments for the implementation of this MOU including a plan of continuation of delivery services by support personnel.

7. The District shall adhere to student participation and absenteeism requirements. (Education Code Section 43504)

### **Curriculum and Instruction**

8. Distance Learning means instruction in which the student and instructor are in different locations and students are under the general supervision of a certificated employee of the District. Distance learning may include, but is not limited to: (Education Code Section 43500)

a. Interaction, instruction, and check-ins between teachers and students through the use of a computer or communications technology.

b. Video or audio instruction in which the primary mode of communication between the student and certificated employee is online interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology.

c. The use of print materials.

9. Bargaining Unit members will follow the attached elementary or secondary weekly schedules and will be allowed reasonable flexibility to accommodate the conditions of distance learning.

The SB 98 minimum instructional minutes for the 2020-21 school year are as follows:

- a. 180 instructional minutes in kindergarten
- b. 230 instructional minutes in grades 1 to 3, inclusive
- c. 240 instructional minutes in grades 4 to 12, inclusive
- d. 180 instructional minutes for pupils enrolled in a continuation high school

ECE Teachers will provide a minimum of 2.25 hours of synchronous lessons a week for a total of 135 minutes and also will provide required family engagement activities.

TK-6th will provide a minimum of 4 hours of synchronous lessons in English Language Arts, 4 hours of synchronous lessons in Math each week, and 2 hours of ~~live~~-synchronous lessons in ELD each week, for a total of 600 minutes. This minimum does not exclude the synchronous teaching needs for other subject areas.

Secondary will provide a minimum of 2 hours of-synchronous lessons a week per period, for a total of 600 minutes.

All students will receive synchronous learning opportunities each school day.

10. Except for planning time, office hours and/or interactive instruction, Bargaining Unit members shall set their schedule asynchronously. Bargaining Unit members are expected to work and be available during their normal contractual work hours and workdays. To provide students and parents with consistency and to avoid conflicts, office hours/interactive instruction shall be scheduled during the same times each week. Office hours shall be used to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms. Bargaining Unit members shall post their daily schedules and office hours on their Google Classroom.

11. Bargaining Unit members should maintain reasonable instructional standards and expectations for the delivery of a quality Distance Learning model that includes meaningful interaction, engagement, and social support with/for students.

12. Bargaining Unit members shall develop and post a syllabus on their Google Classroom with information on accessing the District's Learning Platforms, curriculum, virtual standards, contact information, grading policy, and office hours/interactive instruction.

13. Elementary Bargaining Unit members shall have planning time in accordance with Article 10.2.1. Due to the change in Secondary Bell Schedule, secondary school unit members will have a planning period once for every two workdays when on block schedule. Additional planning may be allotted based on the instructional minute requirements that will support teachers in preparation, planning and collaborating with other Bargaining Unit members.

14. Bargaining Unit members will be provided with the necessary resources to enable them to fulfill the duties described above, including, but not limited to, laptops, digital curriculum, software, document cameras, and the training required to use these resources.

15. Bargaining Unit members responsible for IEPs will receive appropriate and effective training and guidance specific to the virtual assessment, delivery, and fulfillments of all federal and state requirements pertaining to the implementation of IEP services in a distance learning setting.

This includes but is not limited to:

- a) Guidance on IEP timelines
- b) Standardized testing requirements for Spec Ed students and teachers
- c) Push-in support guidelines
- d) Instructional assistant support
- e) Caseload guidelines
- f) RSP minute guidelines for the virtual classroom
- g) Parent accountability in Spec Ed instruction

h. District attendance supports

i. Use of on-line platforms specific to Spec Ed students and teachers

16. Teachers shall provide administrators and substitutes with access to their Google Classroom, their schedule and lesson plan for the period of time they are out of the classroom.

17. Administrators may visit Google Classrooms and Meets with prior notice to provide support and feedback to Bargaining Unit members so that members continuously improve instruction in the distance learning model.

18. Bargaining unit members shall be able to retrieve necessary equipment to deliver distance learning. This includes: their school computer, document camera, chair, or other resources required to fulfill their duties through Distance Learning.

19. Unit members shall be given the opportunity to order supplies, retrieve supplies and/or equipment from their classroom to help facilitate distance learning. The District shall create a process for educators to order appropriate instructional materials and supplies needed for distance learning and teaching.

20. The District shall provide, and distribute, appropriate instructional materials and supplies to students.

21. Bargaining Unit members will receive a distance learning stipend of \$350 per semester.

22. Bargaining Unit members shall continue to receive stipends and/or additional pay, if duties are performed as provided for under the Collective Bargaining Agreement. All duties must be done outside the contractual day.

23. Training: Bargaining Unit members will receive appropriate and effective training and guidance as to what modifications, accommodations, supports and services are to be provided during Distance Learning, and how those supports and services will be provided.

24. The District will follow the Families First Coronavirus Response Act (FFCRA) in the implementation of all leaves. FFCRA is in effect, by law, from April 1, 2020 – December 31, 2020. In the event a bargaining unit member's COVID-19 quarantine or COVID-19 sickness lasts beyond two (2) weeks, the bargaining unit member shall receive full salary for an additional two (2) weeks or until medically cleared, whichever comes first. Unit members must submit medical note documentation in order to receive the leave which is above FFCRA limits.

25. Bargaining Unit members will not be required to attend more than two hours per week of meetings.

26. Students will be held accountable for completing and submitting work, which will be graded according to Article 10.11. For students who are having attendance or hardship issues related to the pandemic, teachers, administrators, and counselors will work to verify student/family hardships and develop reintegration plans or identify alternate methods of satisfying course assignments / requirements.

27. The guidelines specified in the Collective Bargaining Agreement under Article 4.3 extend to virtual platforms. Bargaining Unit members, District Personnel, Students and Parents must follow guidelines established regarding Digital Citizenship. Violations of these guidelines are

subject to disciplinary action, including removal from a virtual meeting if the action is abusive or in some other way violating the rights of others in the virtual setting.

28. The first 5 days of the work year will be scheduled as non-instructional days and reserved for staff planning and preparation of Distance Learning materials and Professional Development in Distance Learning. The following non-instructional days will be moved to August 19-21, 2020.

- October 12, 2020
- January 11, 2021
- March 22, 2021

These three days will be student instructional days.

29. The first week of pupil attendance (August 24- August 28) shall be focused on technology training for students, building relationships with students and families, addressing social emotional concerns of students, establishing routines and procedures, and developing instructional routines as a strong foundation for student learning.

30. Professional Development should include specific guidelines for providing Distance Learning, attendance procedures, tools for helping all students, including resources that provide equity for students of all subgroups, including SPED, ELL, African American students and struggling students, student engagement, social emotional learning curriculum which can be used with virtual platforms, digital resources that can aid in Distance Learning instruction.

Professional development shall be appropriate and individualized for the different programs (e.g. early childhood, special education, speech language, counseling, school psychology). LTA shall provide input on the training provided. This initial training will be provided during the first five days of the semester (August 17-21, 2020) and continue through the first month of the 2020-21 school year.

31. Technical Support: The District shall provide unit members technical support via virtual tools. This includes access to technical support personnel, help lines and District support staff.

32. District matrix assessments for fall semester in elementary will be one ELA and one Math. For secondary, District matrix assessments for fall semester will be one assessment for each of the following subject areas: ELA, Math, Science, and Social Science.

33. Elementary combination classes where two grade levels are combined may request substitute assistance for up to two days a week.

34. Bargaining Unit members that provide support services shall develop their daily workday schedule in collaboration with other Bargaining Unit members at the site and provide to their administrator for approval. This would include:

- Psychologist
- Speech Language Pathologist

- Program Specialist
- Instructional Lead
- Digital Coach
- Instructional Coach
- Counselor

35. There shall be no evaluation of permanent unit members in the 2020-21 school year.

36. Remote Learning Task Force: The parties agree to maintain a Remote Learning Task Force with-five (5) LTA appointees and five (5) LUSD appointees, to address the ongoing concerns related to remote learning. The group shall meet to address concerns and issues. Topics to include, but are not limited to: special education, and continued distance learning implementation issues/concerns. This Task Force replaces the Special Education committee detailed in 11.14 of the existing contract for the duration of this MOU.

### 37. Terms of Agreement

1. This non-precedent setting MOU shall be effective August 3, 2020 and expire on December 31, 2020, or when LUSD students physically return to LUSD schools for regular instruction based on safe returning guidelines or directions issued by the appropriate government agency, whichever occurs first. This MOU may be extended by the mutual agreement of the parties.

2. The parties agree to continue bargaining the impact and effects of an eventual physical return to on-site instruction that would be formalized in a separate document upon agreement by the parties.

3. All components of the current LUSD/LTA Collective Bargaining Agreement shall remain in full effect except for those provisions modified by the terms of this Agreement.

#### Definition of Terms:

Asynchronous - learning done on student's own time, independently, self-guided modules, pre-recorded lessons, utilization of discussion, email or chat lines.

Synchronous - live interaction and engagement with students in real time, direct instruction to students through video conferencing, teacher guided peer-to-peer, whole or small group, teacher use of various media, along with real time student engagement.