

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LYNWOOD UNIFIED SCHOOL DISTRICT  
AND  
LYNWOOD TEACHERS ASSOCIATION  
REGARDING  
DISTANCE LEARNING AND IN-PERSON STUDENT SERVICES  
December 22, 2020**

The Lynwood Unified School District (“District”) and Lynwood Teachers Association (“LTA”) agree to the terms of this Memorandum of Understanding (“MOU”) regarding distance learning and in-person student services during the 2020-2021 school year in response to the COVID-19 pandemic.

The District and LTA agree as follows:

**1. Terms of Agreement:**

- 1.1 This non-precedent setting MOU shall be effective January 1st, 2021 and expire on June 30th, 2021, or when the appropriate government agency allows or issues directions for a partial or full in-person re-opening of schools based on returning guidelines for the safe return of the general population of students, whichever occurs first. This MOU may be extended by the mutual agreement of the parties.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 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.

- 1.6 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.
- 1.7 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.
- 1.8 Where there is a conflict between the various guidelines or orders, the District shall adhere to the most restrictive guidelines or orders in order to minimize potential health and safety risks for all unit members, students, and their families.
- 1.9 The parties agree to follow S.B. 98 and all California laws concerning Distance Learning (Education Code Section 43503).
- 1.10 The parties agree to meet regarding possible implementation of the Phase 2 and Phase 3 instructional models (e.g., blended and in-person learning).
- 1.11 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.
- 1.12 The District shall adhere to student participation and absenteeism requirements. (Education Code Section 43504).

## **2. Definitions:**

- 2.1 “Asynchronous” – learning done on student’s own time, independently, self-guided modules, pre-recorded lessons, utilization of discussion, email or chat lines.
- 2.2 “Classroom” – is any academic, learning, assessment, or instructional space used by students, certificated, classified, parents, administrators, or other adults on a school campus. This applies to both indoor and outside learning spaces, and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus.
- 2.3 “Common Space” – is any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but is not limited to, school offices, nurse stations, playgrounds, blacktops, quads or outdoor gathering spaces, hallways, bathrooms, etc.

- 2.4 “Face Coverings” – cloth face coverings or masks as recommended by federal, state, and local public health guidance.
- 2.5 “Hand Sanitizer” – this product must contain at least 60% alcohol. Ethyl alcohol is preferred and should be used when there is the potential of unsupervised use by children. Isopropyl alcohol hand sanitizers are more toxic and can be absorbed through the skin. Hand sanitizers containing methanol are toxic and shall not be used. (see CDC and FDA Advisories.)
- 2.6 “Personal Protective Equipment” – this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and includes face coverings, masks, N95 respirators, face shields, neck guards, barriers, gloves, goggles, etc.
- 2.7 “Physical Distancing” – also known as social distancing to help decrease the spread of the virus by increasing the space between people to at least six (6) feet and reducing the number of different people with whom a person interacts.
- 2.8 “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.

### **3. Curriculum and Instruction:**

- 3.1 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.
- 3.2 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
- 3.3 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.
- 3.4 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 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.
- 3.5 Secondary will provide a minimum of 2 hours of-synchronous lessons a week per period, for a total of 600 minutes.
- 3.6 All students will receive synchronous learning opportunities each school day.
- 3.7 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 are able to fully execute their job responsibilities 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.
- 3.8 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.
- 3.9 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.
- 3.10 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.

- 3.11 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.
- 3.12 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.
- 3.13 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.
- 3.14 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.
- 3.15 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.
- 3.16 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.
- 3.17 The District shall provide, and distribute, appropriate instructional materials and supplies to students.
- 3.18 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.
- 3.19 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.

- 3.20 The District shall provide unit members technical support via virtual tools to support the delivery of remote instruction. This includes access to technical support personnel, help lines and District support staff.
- 3.21 If additional Pandemic/COVID governmental relief funds are made available elementary combination classes where two grade levels are combined may request substitute assistance for up to two days a week.
- 3.22 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
- 3.23 There shall be no evaluation of permanent unit members in the 2020-21 school year.
- 3.24 Benchmark assessments will be administered according to the schedule in Attachment A.

#### **4. Professional Development:**

- 4.1 The district will strive to limit Professional Development sessions to student asynchronous time.
- 4.2 Bargaining Unit members will not be required to attend more than two hours per week of meetings.
- 4.3 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
- 4.4 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.
- 4.5 To accommodate the weeklong training at the beginning of the academic year (August 17-21, 2020), the following dates will be student instructional days:
- October 12, 2020
  - January 11, 2021
  - March 22, 2021

**5. Personal Protective Equipment (“PPE”):**

- 5.1 The District shall provide PPE to all unit members and students for every day that unit members or students are required to report to school sites.
- 5.2 In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.
- 5.3 Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE.
- 5.4 If the District fails to provide sufficient PPE for the day, individuals without PPE will be sent home for the day. Unit members sent home due to lack of PPE will receive their full daily rate of pay without utilization of members allotted leave, such as sick or PN leave. Any in-person classes taught by the unit member will resume when sufficient PPE is available.

**Face Covering Requirements**

- 5.5 Face coverings are required to be worn properly at all times by all individuals on a school campus indoors or outdoors. This applies to all staff, all students in grades TK-12, all

administrators, and any visitors on campus over two years of age. The District shall develop and share with staff a plan to deal with students and others who are not in compliance with the face covering requirements.

- 5.6 Face coverings shall not be required for students or staff if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist.
- 5.7 For unit members and students who cannot wear a mask as stated above, face shields with neck drapes tucked into the shirt shall be used. Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus.
- 5.8 N95 respirators shall be fit-tested and provided to unit members who request N95 respirators in writing due to professional or personal health concerns. Unit members shall not be required to submit a note from a medical professional when making this request.

#### **Hand Washing Requirements**

- 5.9 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- 5.10 All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering district sites and every time a classroom is entered.
- 5.11 The District shall comply with the following hand washing requirements:
  - a) Every room with a sink shall be stocked with soap, medically effective hand sanitizer, and no touch hand drying equipment.
  - b) Every classroom shall be provided medically effective hand sanitizer.
  - c) Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.
  - d) Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point on a school campus.
  - e) All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day that staff or students are on campus.

#### **6. In-Person Student Services:**

- 6.1 The District shall seek to minimize in-person assessments, pursuing alternatives whenever possible.



- 6.2 If no alternative is possible, the District shall prioritize which students require in-person assessment, prioritizing as described:
- a) Initial assessments.
  - b) Triennial assessments (when a review of records is not determined to be appropriate, a parent declines consent, and/or when the District determines in-person assessment is in the best educational interest of the student).
- 6.3 In determining which unit members will conduct in-person assessments, the District shall review requests for initial assessments and assign Psychologists back based on priority of need.
- 6.4 Members determined to be at risk for serious illness due to COVID-19 are those older than 65, those with compromised immune systems, and people with certain underlying health conditions like heart disease, high blood pressure, lung disease and diabetes. Members falling into this category shall not be required to conduct in-person services and will be assigned alternative work.
- 6.5 Unit members who conduct in-person assessments will be limited to 3 hours (180 minutes) of total assessment time, with thirty (30) minutes in between sessions to allow for proper disinfection of the work area. Unit members will be allowed to conduct in-person assessments outdoors.
- 6.6 Unit members who do not conduct in-person assessments may be required to conduct other aspects of the assessment process (e.g. report writing) that do not require in-person contact with students.
- 6.7 In conducting in-person assessments, the District shall implement all preventative measures described herein.
- 6.8 In conducting in-person assessments, the District shall utilize spaces that provide for physical distancing including, but not limited to, outdoor spaces, multi-purpose rooms, larger classrooms and, when possible, spaces with updated HVAC systems.
- 6.9 With prior approval from the Director of Special Education or designee, teachers approved to conduct assessments outside of the teacher work-day shall be compensated at their pro rata per diem hourly rate.

## **7. Other Health and Safety Issues:**

### **Physical Distancing**

- 7.1 The District shall ensure minimum physical distancing of six (6) feet between all student workspaces, between all educator and student workspaces, and between all employee workspaces.
- 7.2 The District shall calculate the maximum capacity of all workspaces while maintaining physical distance requirements.
- 7.3 All workspaces shall be measured and marked to maintain the physical distancing requirement
- 7.4 In rare situations where the minimum physical distancing requirement is insufficient to provide necessary assessments as mutually agreed to by the unit member and the site administrator, alternative and effective safety devices shall be used such as plexiglass barriers and/or face shields with neck drapes. Time spent in proximity of less than six (6) feet between individuals shall be minimized to the extent possible.
- 7.5 No unit member shall be directed to violate the six (6) feet of physical distancing requirement except to prevent imminent bodily or physical harm from occurring
- 7.6 In the event in-person student services are conducted outdoors, neither will be done outside when the air quality is in the red/unhealthy zone or 150 or above, as determined by the South Coast Air Quality Management District (AQMD) (NW Coastal LA, CA zone). In the event outside temperatures exceed 80 degrees, shade structures large enough to accommodate all students and staff shall be erected if no other shade is readily available. No activities shall be conducted outdoors if the temperature exceeds 95 degrees or falls below 65 degrees. Alternatively, an indoor space will be made available.

#### One-Way Directions/Movement

- 7.7 The District shall implement the Los Angeles County Reopening Protocols for On-way / Directional requirements.

#### **Daily Cleaning and Disinfecting:**

- 7.8 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials. Nightly decontamination shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors.
- 7.9 Daily cleaning and disinfecting as described above shall be done by trained custodial personnel. Certificated unit members shall not be required to perform daily cleaning and disinfecting that falls outside the scope of the normal duties in our bargaining unit.

Occasional wipe downs of desks or classroom equipment and furnishings may be required of unit members. Proper cleaning supplies as recommended by public health officials to effectively disinfect the workspace from COVID-19 will be provided to all members.

**Air Ventilation and Filtration**

- 7.10 The Parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.
- 7.11 The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit.
- 7.12 HVAC air filters shall be equipped with MERV 13 rated HEPA filters and changed at the recommended intervals.
- 7.13 Portable classrooms and/or other classroom spaces or workspaces without adequate central HVAC shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room.

**Health Screening, Testing, Notification, and Contact Tracing**

- 7.14 The District shall ensure that all students, employees, and visitors are checked daily for symptoms associated with COVID-19 infection prior to entering any school site including temperature checks.
- 7.15 Health screening, testing, exposure notification, and quarantine protocols and procedures will be created prior to in-person learning and in-person special education assessments occurring.
- 7.16 The District will provide periodic no-cost Covid-19 testing to school personnel and will offer a Covid-19 testing option for students being provided with in-person services.
- 7.17 Staff and students with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be sent home or sent to an isolation room on site pending travel home or to a medical facility.
- 7.18 Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing procedures in conjunction with the Los Angeles County Public Health Department. All persons who may have come in contact with the infected individual shall be notified. The District shall notify the Association President of the

location(s) where the infected individual was present on the school campus during the suspected incubation/active infection period.

### **Covid-19 Exposure**

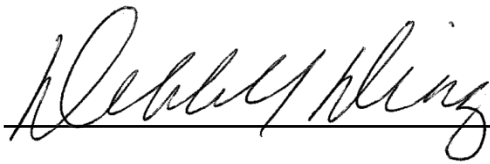
- 7.19 Staff, administrators, and students who are sick are expected to remain home and shall not be permitted on a District site while sick.
- 7.20 If a staff member, administrator, student, or parent associated with district offered in-person student services tests positive for COVID-19, all students, staff, and parents exposed will be notified and placed on a fourteen (14) day quarantine.
- 7.21 The District will work with the Los Angeles County Department of Public Health to ensure that all staff and students being quarantined are given resources on how to properly quarantine and provided access to medical professionals if illness manifests itself.
- 7.22 School/work site closure decisions will follow most current Los Angeles Department of Public Health guidelines (Guidance for Early Care and Education Providers and Protocol for COVID-19 Exposure Management Plan in Early Care and Education Sites).
- 7.23 All closed classroom spaces, worksites, rooms, school sites, or other District facilities shall be thoroughly cleaned and disinfected prior to being re-opened for in-person learning.
- 7.24 The District shall communicate all decisions about closures and re-opening to all bargaining unit members at a school site or district wide as appropriate. Such communication shall be by email or by telephone.

### **8. Leaves and Pay**

- 8.1 Bargaining Unit members will receive a distance learning stipend of \$350 for the spring 2021 semester.
- 8.2 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.
- 8.3 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.
- 8.4 Unit members must submit medical note documentation in order to receive the leave which is above FFCRA limits.

8.5 Regardless of the status of the Families First Coronavirus Response Act (FFCRA) in the 2021 calendar year, The District shall continue providing ten (10) extra fully paid days of leave into the second semester that would not come from employees' leave banks for the employee's own COVID-19 illness or quarantine.

**FOR THE ASSOCIATION:**



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December 22, 2020

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**DATE**

**FOR THE DISTRICT:**



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Dec. 22, 2020

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**DATE**

## Appendix A

### Spring Semester 2021 Common Assessments

TK

Unit	Common Assessment Date	When Administer if in Distance Learning
3-EOY	June 1 <sup>st</sup> -June 9 <sup>th</sup>	Synchronous Instruction

Kinder - 11th Grade ELA

Unit	Common Assessment Date	When Administer if in Distance Learning
2	January 19 <sup>th</sup> -22 <sup>nd</sup>	Synchronous
3	February 22 <sup>nd</sup> - February 26 <sup>th</sup>	Asynchronous
4	April 19 <sup>th</sup> - April 23 <sup>rd</sup>	Synchronous

Kinder - 8th Grade Math

Tri	Common Assessment Date	When Administer if in Distance Learning
2	Grade K-Mar. 26 <sup>th</sup> -31 <sup>st</sup> Grade 1 <sup>st</sup> Apr. 19 <sup>th</sup> -22 <sup>nd</sup> Grade 2 <sup>nd</sup> Mar. 29 <sup>th</sup> -Mar. 31 <sup>st</sup> Grade 3 <sup>rd</sup> -Mar. 25 <sup>th</sup> -31 <sup>st</sup> Grade 4 <sup>th</sup> - Apr. 19 <sup>th</sup> -23 <sup>rd</sup> Grade 5 <sup>th</sup> -Apr. 26 <sup>th</sup> -30 <sup>th</sup> Grade 6 <sup>th</sup> - Mar. 25 <sup>th</sup> -31 <sup>st</sup> Grade 7 <sup>th</sup> - Apr. 21 <sup>st</sup> - 27 <sup>th</sup> Grade 8 <sup>th</sup> - Mar. 25 <sup>th</sup> -Mar. 31 <sup>st</sup>	K-1st Asynchronous  2nd-8th Synchronous- Asynchronous
3	June 2020, if SBAC May 2020, if no SBAC	K-1st Asynchronous  2nd-8th Asynchronous

**High School Math (Algebra I, Geometry, Algebra II) & Middle School (Algebra I only)**

<b>Unit</b>	<b>Common Assessment Date</b>	<b>When Administer if in Distance Learning</b>
2	January 19 <sup>th</sup> -22 <sup>nd</sup>	Synchronous
3	February 22 <sup>nd</sup> - February 26 <sup>th</sup>	Asynchronous
4	April 19 <sup>th</sup> - April 23 <sup>rd</sup>	Synchronous