



Human Resources Department

MEMORANDUM OF UNDERSTANDING

between

Lynwood Unified School District and Lynwood Teachers Association

December 10, 2021

1. This Memorandum of Understanding is entered into by and between Lynwood Unified School District ("District") and Lynwood Teachers Association ("LTA"), hereinafter referred to as "the parties", to establish agreement on the following commitments:
 - a. Instructional Leads substituting full day class
 - b. Virtual Academy Independent Study teacher additional compensation
 - c. Class size for Virtual Academy Independent Study teachers
 - d. Pay rate for Independent Study APEX class at the high schools

2. The Parties agree that elementary Instructional Leads are an integral part of the school's support for students and teachers and that elementary Instructional Leads have supported class coverage during unprecedented times of the pandemic and substitute shortages. The Parties agree that when an elementary Instructional Lead needs to substitute in a classroom for an entire day:
 - a. In alignment with 2019-2022 LUSD / LTA Collective Bargaining Agreement 10.4.2, the District agrees to pay Instructional Leads one hour at the hourly rate of pay (currently \$52.83 per hour) when they substitute in a classroom for an entire day.
 - b. This additional compensation agreement will be in effect from August 19, 2021 to June 15, 2022.

3. The Parties agree that the four Virtual Academy Independent Study teachers (Beverly Jauregui, Ricardo Tovar, Shari Kaya and Christopher Farrell) were working beyond the board day to teach large caseloads of students that were placed in the Independent Study program at the beginning of the school. The Parties agree that although there was a large demand for the program, the four teachers ensured that students were getting access to the independent study classroom and curriculum.
 - a. The Parties agree that the four teachers (listed in item #3) need to be compensated for the hours they worked to enroll, teach and support students on their caseload as the school year began.
 - b. The Parties agree that the four teachers need to be compensated for physically moving their classroom from Lynwood Middle School to Lincoln Elementary and eventually to the Imperial Highway campus.
 - c. The District agrees to compensate the four teachers named in item #3 with fifty (50) hours of extra duty pay.
 - d. The rate will be at the hourly rate of pay (currently \$52.83)
 - e. The Parties agree that the 50 hours of additional compensation satisfies Article 12.10 of the 2019-2022 LUSD / LTA Collective Bargaining Agreement and that no



additional moving time will be provided for the moves that took place between August 2021 and October 2021.

4. The Parties agree that there needs to be a class size maximum on the Virtual Academy Independent Study classes for the grades TK-8.
 - a. The Parties agree that 40 students is the class size maximum for a self-contained Virtual Academy Independent Study classes.
 - b. This class size maximum will only be for classes between the grade range TK-8 that are self-contained.
 - c. The Parties agree that should class size exceed 40 students, the District will follow the 2019-2022 LUSD/LTA Collective Bargaining Agreement Article 14.4 as to compensation for those teachers.
 - d. The class size maximum shall be in effect for the 2021-2022 school year and it could be extended for the 2022-2023 school year upon mutual agreement of the Parties or will be subject to negotiations when the Collective Bargaining Agreement is reopened in 2022.
5. The Parties agree that the high school APEX Independent Study program is an extended day class and falls under Article 8.8 of the 2019-2022 LUSD/LTA Collective Bargaining Agreement.
 - a. Teachers will be compensated at the per diem rate as stated in the Collective Bargaining Agreement.
 - b. Teachers will be compensated four hours per week as APEX Independent Study teachers.
6. This MOU shall expire in full without precedent on June 15, 2022, unless extended by mutual written agreement of the Parties.
7. This MOU 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.
8. This MOU is subject to the terms and conditions described above and does not obligate the District to further considerations. It is subject to final approval of the Lynwood Unified Board of Education.

For Lynwood Unified School District:

For Lynwood Teachers Association:

B. Baker 12/10/2021
Name Date

Shirley A. [Signature] 12/10/2021
Name Date