

MEMORANDUM OF UNDERSTANDING BETWEEN  
INGLEWOOD UNIFIED SCHOOL DISTRICT (DISTRICT) AND  
INGLEWOOD TEACHERS ASSOCIATION (ASSOCIATION)  
SCHOOL CLOSURES RELATED TO CORONAVIRUS-19/COVID-19 (COVID-19)

April 8, 2020 1:30 PM

The DISTRICT and ASSOCIATION enter this Memorandum of Understanding (MOU) regarding the school closures related to COVID-19.

The parties recognize there is a need to close schools and move to an online distance learning program to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from COVID-19. During school closures caused by COVID-19, the parties agree as follows:

1. Unit members will work remotely for the duration of the emergency school closure. Unit members will communicate to parents and students when they will be accessible by phone, email, or web conference. All communications should be responded to within 48 hours. The length of the workday shall be in accordance with the collective bargaining agreement in order to perform the following duties: instruction, planning, grading, professional development related to distance learning, grade level or department collaboration and communication. The unit member has flexibility in when the duties are completed throughout the day. Staff meetings shall be conducted in accordance with current practice.
  - a. Upon mutual agreement of the unit member and the site administrator, worksites may be opened in order for members to collect materials or personal items. Unit members shall notify their direct supervisor of their need and schedule a mutually agreeable time to visit. Under no circumstances shall a unit member be on campus longer than one hour.
2. Unit members' compensation and benefits will not be reduced as a result of the school closures provided funding remains available under Executive Order N-26-20. Unit members who coach or receive other stipends will be paid their full stipends in accordance with the collective bargaining agreement.
3. During school closures, unit members will be entitled to use the applicable leave provisions in the collective bargaining agreement and any additional paid leave mandated by the state or federal government, including HR 6201 in the Families First Coronavirus Response Act. In such case, unit members on leave status during the period of school closures shall inform their direct supervisor as soon as practicable. The District shall ask regular classroom teachers to volunteer to substitute for teachers on leave status beyond three (3) consecutive school days. Regular classroom teachers who volunteer to substitute shall be compensated at the full daily substitute rate. Teachers who volunteer to substitute shall do so only for the same grade level or subject area. In the absence of a volunteer, the principal may assign a school coach, other teacher, or a substitute to provide support to students.

4. Unit members who were on extended leave prior to the school closure will remain on that leave and access their available leave balance in accordance with applicable contractual and legal regulations pending release without restrictions by their physician. Unit members who are released to return to work without restrictions by their physician during school closures will be returned to work.

5. The parties recognize distance learning is a model that will require flexibility in developing and scheduling. In most cases, employees will complete their distance learning responsibilities during the contractual workday. However, the parties also agree that at times, employees may need to complete distance learning work using a flexible schedule.

6. Flexible learning activities will be provided to students to promote continuity of learning while students are not in school. This will include enrichment, engagement, intervention, remediation, and exposure to new material. The development, pace and means of providing instruction, and choice of curricular materials shall be at the discretion of individual teachers, subject to the concurrence of the DISTRICT, based on the needs of their students, available resources, and the students' ability to access the adopted core curriculum and recommended supplemental materials. Third quarter grades, progress reports, and student assessments during the COVID-19 related school closure shall be determined by the DISTRICT after first consulting with the ASSOCIATION. Any assignments, activities, or projects that a teacher determines to be required and graded shall only enhance a student's grade.

7. Given the inability to provide in-class instruction during the COVID-19 related school closure, unit members shall deliver an interactive learning experience through the use of audio and/or video technology to enhance student engagement. The DISTRICT will notify parents/guardians of the use of web-based platforms to interact with students (such as Google Classroom, Zoom, Skype, FaceTime, etc.) and alert parents/guardians to monitor the appropriate use of this medium with their student(s). In the event audio and/or video technology is not accessible to a student, an alternative instructional delivery model shall be provided in accordance with the DISTRICT distance learning guidelines developed in consultation with the ASSOCIATION. Unit members shall be held harmless in the event a student (or students) misuses this platform or engages in inappropriate activity, or for other external issues beyond the control of the unit member. Unit members will report inappropriate actions by students to their administrator and follow normal procedural guidelines relating to discipline. The DISTRICT, to the extent reasonably possible, will provide training on software and platforms.

8. The parties agree to meet at mutually agreeable times to address implementing guidance from the California Department of Education (CDE) as well as the United States Department of Education (ED) in order to provide equitable and appropriate education for students with special needs. Special Education (Resource Specialist) teachers will work collaboratively with core content teachers to accommodate and/or adapt lessons as necessary to meet the needs of students' Individualized Education Programs (IEPs) in a digital learning environment and ensure that lessons and activities are appropriate as documented in students' IEPs.

- a. Special Education teachers of students with moderate to severe disabilities will provide continuity of learning through a variety of distance learning resources as deemed appropriate by the DISTRICT so that Special Education students have reasonable access,

under the circumstances, to the same learning opportunities as other students during the school closure with the accommodations, modifications and adaptations per their IEP to the fullest extent practicable, during the school closure.

- b. Special Education teachers of students with mild to moderate disabilities will provide continuity of learning through a variety of distance learning resources as deemed appropriate by the DISTRICT so that students have reasonable access, under the circumstances, to the same learning opportunities as their general education peers, with the accommodations and modifications per their IEP to the fullest extent practicable, during the school closure.
- c. Related Service Providers (Psychologists, Adaptive PE teachers, etc.) will prepare distance learning activities that can be completed at home as appropriate, which may include teletherapy. Communication and service logs will be maintained. The District shall ensure that video conferencing platforms used to provide required minutes by Psychologists are FERPA compliant.
- d. Program Specialists will consult with and assist Resource Specialist Teachers, Special Day Class Teachers and Related Service Providers to plan, develop, and implement curriculum and program activities related to remote/distant learning for students with IEPs deemed appropriate by the DISTRICT. They will serve as the District's designee at IEP team meetings deemed appropriate by the responsible site and program administrator. They will continue to coordinate IEP meetings and case manage for speech-only students and students attending private and nonpublic schools.

9. In order to complete annual, amendment and triennial IEPs and IEPs that are in process with all testing completed, per the federally mandated timelines, digital options to meet and collaborate on a student's IEP will be implemented (video or telephonic) during the school closures. Under the leadership of the school's administrator and the guidance of the student's case manager, the school will assemble the legally mandated team members, unless a written team member's excusal is completed by the student's parent/guardian and attached to the IEP in SEIS. Initial, triennial, and Part C to B IEPs will be completed upon the return to the regular school schedule.

10. School Counselors and School Nurses (Registered Nurses) agree to check-in and remotely meet with students and their families on a regular basis, via video or telephonic, to address the academic, mental health, social-emotional and health related needs of students.

School Counselors will prioritize support to students who are reported to be in crisis, including but not limited to those at risk of harming themselves or others, or in unstable situations (e.g., students experiencing homelessness, students in foster care), students who are not in regular contact with their teachers, and students at-risk of not meeting graduation requirements. School Counselors will be available to remotely attend student/parent meetings or conferences when their participation is needed.

High school counselors will work with site and district administrators to conduct graduation checks and counsel individual students to ensure that students are completing graduation requirements. Counselors will continue to provide support to students on their caseloads.

School Nurses will prioritize support to students already identified with health related needs, including those with 504 Plans. If a student is identified with special needs, school nurses will work collaboratively with the special education program specialists to address health plans and/or other related needs as identified in Individualized Education Plans (IEP). School Nurses will be available to remotely attend IEP meetings when their participation is required by federal regulations. School Nurses will be expected to be informed of updated information related to COVID-19 as it relates to the school community and share updates with administration, as needed.

Services provided or attempted contacts made by School Counselors and School Nurses will be logged in Aeries by the end of each week. School Counselors and School Nurses will continue to collaborate and meet with administrators, colleagues, and teachers, telephonically or electronically, to share resources and plan accordingly.

11. Evaluations and related components, such as formal observations, evaluation meetings, improvement plan trainings shall be considered completed for the 2019-2020 school year as of March 13, 2020. Any unit member who has not completed a final evaluation meeting with an administrator will receive the final document before the end of the school year. If both parties do not agree on the evaluation, the unit member and the Administrator shall meet to discuss whether the evaluation cycle shall be continued forward one year.

12. The DISTRICT will submit a "J-13A Request for Allowance of Attendance Due to Emergency Conditions" waiver to the CDE to mitigate the loss of funding due to lower than normal Average Daily Attendance ("ADA"). If the waiver is denied or the state requires students to make up days for the 2019-2020 school year, the parties will negotiate make-up student instructional day(s) up to the number of school closure days.

13. With the exception of School Site Council (which shall be conducted via web conference), unit members will not be required to make up adjunct or committee assignments missed as a result of school closures. Adjunct duties and DISTRICT and/or site committees scheduled during the school closures will be canceled and will not be rescheduled.

14. All schools and other worksites will be cleaned and sanitized prior to the return of employees and students. The DISTRICT will provide hand soap and/or hand sanitizer for every classroom and restroom, to the extent such supplies are available, and ensure that all adult restrooms have functioning water. In addition, the DISTRICT will inspect HVAC air filters at all worksites throughout the district and provide documentation that inspections and/or changes have occurred to the ASSOCIATION by June 30, 2020.

15. In the event the State of California imposes alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiations on the impacts and effects.

16. The parties understand the COVID-19 pandemic is an extremely fluid situation and mutually agree to review the provisions of this MOU and make any necessary modifications consistent with local, state, and federal mandates.

17. This MOU is non-precedent setting.

This MOU shall extend for the duration of the school closure or until June 30, 2020, whichever comes first. The parties may extend this MOU by mutual written agreement.

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For the DISTRICT

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For the ASSOCIATION

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Date

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Date