

MEMORANDUM OF UNDERSTANDING

BETWEEN

INGLEWOOD UNIFIED SCHOOL DISTRICT

AND

INGLEWOOD TEACHERS ASSOCIATION

**REGARDING TARGETED, SPECIALIZED ASSESSMENTS DURING THE
COVID-19 PANDEMIC FOR THE 2020-2021 SCHOOL YEAR**

December 16, 2020

In order to provide targeted, specialized assessments at the Inglewood Unified School District, the Inglewood Unified School District (“District”) and the Inglewood Teachers Association (“Association”) enter into this Memorandum of Understanding (“MOU”) and mutually agree as follows:

1. In person assessments related to Special Education Assessments and/or English Learner assessments will be conducted at the assessor’s school site or designated site as determined by the District. “Assessor” refers to the unit member designated by the District primarily responsible for the student assessment. The assessor and other staff referenced in paragraph 2 below needed to complete the in-person assessment will preferably serve as the providers of record. In the event a service provider is unable to participate in the in-person assessment, and that employee is not otherwise legally eligible to engage in an interactive discussion with the District on reasonable accommodation, the employee will nevertheless be released from in-person assessment subject to the District finding a qualified and suitable replacement to conduct and/or assist in completing the assessment. The District may seek additional information to clarify the employee’s concern. If, after reasonable efforts, the District determines there is no qualified and suitable replacement, the District will meet with the affected employee and review applicable safety and sanitation measures that are in place prior to the employee commencing the in-person assessment.

Alternate sites may be used if the number of students on a site exceeds that which is allowed under the Los Angeles County Department of Public Health (LACDPH) Reopening Protocols for K-12 Schools. Assessments will be prioritized based on Overdue Initials, Triennials, and upcoming State mandated English Learner assessments. The District retains authority to prioritize assessments.

Prior to beginning in-person assessments, the District shall provide affected bargaining unit members with the name and type of assessment (initial, triennial, or pre-school) for each student on their caseload for whom the District has determined requires an in-person assessment.

2. The District, in consultation with the assessor, shall determine the staff needed to complete assessments, which may include but not be limited to Nurses/Health Specialists, Special Education Teachers (SAI and SDC teachers), Speech and Language Pathologists, Adaptive Physical Education Teachers, General Education, English Language Proficiency Assessment for California (ELPAC) Test Examiners, and/or other related service providers.
3. Each assessor is responsible for scheduling the assessment time and date, in consultation with the site administrator or site designee.
4. During any assessment, the site administrator or designee will be accessible and will serve as a liaison between the assessor, student, and the student's family.
5. The Special Education Executive Director and/or LEA ELPAC Coordinator, in consultation with site administrators, the service providers, and ELPAC Test Examiners will determine the best protocol to coordinate and prioritize assessments with families.
6. The special education assessors and ELPAC Test Examiners will be the primary point of contact for scheduling the appropriate assessments.
7. All assessments will be by appointment only and each assessor will keep a log and/or master schedule.
8. All assessments will preferably be held during the unit member's contract work day. A unit member may request to hold an in-person assessment after hours during the work week or on Saturdays on a voluntary basis due to individual circumstances. This must be approved by the District or designee and site administrator before the assessment and the unit member would be compensated at the unit member's per diem rate prorated for time worked. Consideration for approval will include, but not be limited to, the site administrator's availability. Any Saturday assessments will be held at two designated sites to be determined by the District.
9. The District will comply with the LACDPH Reopening Protocols for K-12 Schools. The Association, along with its officers and representatives, will support the District's efforts by instructing its bargaining unit members to comply.
10. When the District determines it is in the best interest of students and staff, outdoor assessments will be encouraged as well as larger meeting spaces that have more air flow.
11. The parent/guardian will be informed that the student is to wear a face covering and/or face shield and will be provided with a disposable face covering and/or face shield if needed. If a student is unable to wear a mask

or is exempt from wearing a mask per LACDPH guidelines, the assessor will be provided additional PPE as needed (i.e. face shield, gowns, and/or gloves).

12. All staff, students, and other essential visitors will be screened for symptoms of COVID-19 on a daily basis before physically entering the site.
 - a. Parents/caregivers will be notified of the screening processes and protocols.
 - b. School staff will support the screening process and that LACDPH requirements are being followed (i.e. face coverings, physical distancing).
 1. An affirmative response to any questions on the COVID-19 Health Screening form or failure to adhere to PPE or social distancing guidelines will result in the assessment being rescheduled.
 - c. School staff will escort students to the assessment location after the symptoms screening has been completed.
13. The parent will remain available via telephone throughout the assessment and will be called when the assessment is coming to an end. If a student cannot use the restroom alone, a non-ITA bargaining unit member shall assist the student with the restroom.
14. Parents will be asked to wait off campus until the assessment is completed. If a parent is unable to wait off campus, a designated area at the assessment site will be identified by the administrator for the parent to wait during the assessment session.
15. The assessor will wear a mask when exiting the school site to meet the family in the parking lot/location of where the parent/guardian is parked.
16. The District will ensure the assessment location has the appropriate distance between the assessor and the student. During assessments, PPE and/or plexiglass dividers will be provided as a barrier between the assessor and the student. Additional equipment (i.e. pointers, projectors, tablets, etc.) may be provided by the District on a case-by-case basis.
17. In addition to our custodians, school staff such as teachers, instructional assistants, and additional staff will be assisting directly in the disinfection process for classrooms and playgrounds. The assessor will allow time for any assessment materials to be sanitized prior to the next scheduled assessment. Custodians will clean and disinfect the room at the end of the day.
18. Special Education Case Managers shall follow all IDEA timelines and regulations.

- a. Assessments, IEP meetings, and other required procedures that may need to be modified as a result of public health guidelines shall be conducted according to procedures set forth by the Chief Academic Officer, in consultation with the service provider(s). Assessments shall be conducted in a manner that allows the assessor to gather appropriate data to write a legally defensible assessment report, to determine the appropriate area of eligibility, to make an appropriate offer of FAPE, and to meet the State assessment requirements for English Learners. As noted previously, meetings, assessments, and other interactions shall be held remotely unless an in-person meeting is legally required and is permitted by public health guidelines; in such circumstances, in-person interactions shall take place only if all social distancing, cleaning, and disinfecting guidelines set forth by LACDPH can be met.
 - b. While in Distance learning, Special Education services shall be provided to students based on their Distance Learning Plan (DLP). Special Education services shall be provided to students based on their offer of FAPE when students are in a traditional school setting to the maximum extent possible.
19. The provisions in this MOU related to educational matters and/or methods may be modified by the District after consulting with the Association.
 20. The District, in consultation with the Association, will draft a summary of the key points in this MOU that will be circulated by video to all impacted employees.

DURATION

The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.

1. All provisions of this MOU shall expire without precedent on June 30, 2021, or upon an order from the State or District that requires all bargaining unit employees to return to work, whichever comes first, unless extended by mutual agreement of the parties.
2. This MOU is not precedent setting and shall not constitute a past practice.

Dr. Erika F. Torres, Ed.D., MSW
County Administrator

Aba Ngissah

Aba Ngissah
President of Inglewood Teachers Association

Hedieh Khajavi
Chief Human Resources Officer

Date

1/5/2021

Date

Date