

MEMORANDUM OF UNDERSTANDING
BETWEEN
INGLEWOOD UNIFIED SCHOOL DISTRICT
AND
INGLEWOOD TEACHERS ASSOCIATION

IN-PERSON (HYBRID) INSTRUCTION
DURING THE 2020-2021 SCHOOL YEAR

March 25, 2021

The Inglewood Unified School District (“District”) and the Inglewood Teachers Association (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding in-person (hybrid) instruction during the 2020-2021 school year.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU or until modified by mutual agreement of the District and Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement (“CBA”) not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) *California Government Code section 3540, et seq.* apply and remain in effect. This MOU shall serve to supplement the prior MOUs executed by the Parties on April 13, 2020, August 13, 2020, February 10, 2021 and March 3, 2021, to the extent these MOUs are not incompatible.

I. HYBRID/IN-PERSON INSTRUCTIONAL MODELS

1. Safety Protocols

- a. Total (Non-Hybrid) Distance Instructional Model
 - i. The District and unit members shall adhere to all mandates applicable to a total (non-blended) distance learning environment contained in the current County of Los Angeles Department of Public Health (LACDPH) “Reopening Protocols for K-12 Schools.”
- b. In-Person (Hybrid) Instructional Model
 - i. The District and unit members shall adhere to all mandates applicable to an in-person (hybrid) instructional model contained in the current County of Los Angeles Department of Public Health “Reopening Protocols for K-12 Schools.”
 - ii. Upon request, the District and the Association shall meet as soon as practicable to negotiate the impact and effects of any revisions or updates to the LACDPH “Reopening Protocols for K-12 Schools” mandates that are within the scope of representation to the extent required by law.
 - iii. The District shall continue to make every effort to maintain six feet of distance between all individuals in the classroom. In the event that six feet cannot be maintained, a barrier will be provided.
- c. The District will offer an opportunity for all employees to receive a COVID-19 vaccination. Unit members choosing not to receive vaccinations shall not be excused from their in-person assignment.

2. Learning Model

- a. In-Person (Hybrid) Instructional Model.
 - i. The in-person (hybrid) instructional model consists of students physically attending school in person. In-person instruction may include any combination of in-person and distance learning. The details of in-person instruction will be developed by the District in consultation with the Association.
- b. In-person (hybrid) instruction shall begin at a time determined by the District in consideration of any applicable local and/or state mandate, after consulting with the Association.
- c. Priority for remote District assignments shall be offered to unit members in lieu of in-person hybrid instruction because they or someone in their household care is at high risk for COVID-19 as verified by the unit member's physician and is medically unable to receive a COVID vaccine.

If there are additional remote assignments available, the District will seek qualified volunteers at their sites in the impacted grade levels. If there are more qualified volunteers than available distance teaching work assignments, the positions will be granted to volunteers with the highest district seniority within the same grade level at the site.

Remaining distance teaching work assignment vacancies will be filled by the District by qualified bargaining unit members at their sites in those grade levels who are appropriately credentialed for the vacancy in reverse District seniority order within the same grade level at the site.

- d. Non-classroom certificated staff with the approval of the District or designee may have the option to work remotely.
- e. The two days prior to reopening shall be asynchronous days for unit members to prepare their classrooms or offices for the return of students. During this time, the District shall schedule interactive white board training. A third asynchronous day shall be scheduled for school sites where construction has or is taking place. During this time, the District shall schedule interactive white board training. Unit members shall only be required to attend one hour of white board training. Unit members may choose to remain in the training longer if they need additional support. Unit members shall adhere to all safety protocols while at their worksites.
 - Asynchronous days must include time for live instruction between the unit member and student. It is the responsibility of the teacher to assure that the instructional time requirements are met. The time value of the asynchronous work shall be determined by the teacher. For example, if a teacher only meets their students for 30 minutes over Zoom, the teacher would need to assign asynchronous work having a time value of 150 minutes for grades TK/K, 200 minutes for grades 1-3, or 210 minutes for grades 4-12 in order to be in compliance.

II. INSTRUCTIONAL PRACTICES

1. According to *Education Code 43501* as amended by SB98 the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-8 (240 daily minutes), and 9-12 (240 daily minutes) shall be in effect for the 2020-2021 school year).
2. When providing daily instructional minutes in an in-person (hybrid) instructional model, any in-person learning student schedules and any distance teaching and learning student schedules shall all be combined to meet the daily minutes per grade level listed in Section II.1. The bargaining unit member workday shall remain as described in the CBA.
3. In accordance with the ITA Collective Bargaining Agreement, bargaining unit members shall be assigned up to forty (40) minutes per day for uninterrupted planning time to plan lessons and prepare materials for their lessons. Unit members shall engage in lesson planning and provide their plans to their site administrator weekly.

III. CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

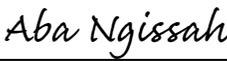
1. Due to the evolving nature of the pandemic, the Association and/or the District reserve the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic that are within the scope of representation. In addition, the provisions of this MOU relating to instructional/educational matters and/or methods may be modified by the District following consultation with ITA.
2. 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 within the scope of representation, or initiate consultation on instructional/educational matters and/or methods, whichever process is legally applicable.

IV. DURATION

1. 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.
2. 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.
3. This MOU is non-precedent setting and shall not constitute a past practice.



Erika F. Torres, Ed.D., MSW, County Administrator
For the District



Aba Ngissah, ITA President
For the Association

Date March 25, 2021

Date 3/25/21