

MEMORANDUM OF UNDERSTANDING

**BETWEEN
INGLEWOOD UNIFIED SCHOOL DISTRICT
AND
INGLEWOOD TEACHERS ASSOCIATION**

**SCHOOL REOPENING INSTRUCTION
DURING THE 2020-2021 SCHOOL YEAR**

March 3, 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 the known issues related to the coronavirus COVID-19 and the opening of schools during the 2020-2021 school year.

I. INTRODUCTION

1. As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for all students.
2. Bargaining unit members shall be notified as soon as possible of confirmed COVID-19 cases following procedure and guidance from the Los Angeles Department of Public Health (LACDPH), as well as notification of any school or building closures due to infection. In addition, if the District receives notice of potential exposure to a confirmed COVID-19 case, it shall within one (1) workday inform all employees in writing who were at the same worksite within the infectious period. Written notice shall also be provided to the Association.
3. The District-level COVID-19 Compliance Task Force shall continue to provide communications, notifications, guidelines, processes, and procedures pertaining to the health and safety of students and bargaining unit members to bargaining unit members via email, memo or other direct means of communication while adhering to all applicable confidentiality requirements.
4. The school site principal or designee shall be designated as the point of contact for questions concerning this MOU. The supervisor will also provide to unit members, if available, their work cell phone number and work email address.
5. The District shall not apply for a waiver to reopen one or more elementary schools without having first consulted the Association and appropriate school parent organizations and published elementary school reopening plans on the District’s website addressing the components in the LACDPH guidance for schools and school-based programs.
6. 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, and February 10, 2021, to the extent these MOUs are not incompatible.

II. TOTAL (NON-HYBRID) DISTANCE INSTRUCTIONAL MODEL

1. Safety Protocols

a. 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.”

2. Learning Models

a. In a distance learning model, teachers shall:

- (1) provide a combination of Synchronous *and* Asynchronous instruction; however, teachers shall provide at least 180 minutes of daily synchronous instruction via Google Classroom, Zoom or District-approved video conferencing platform.
- (2) be available by email during student independent work time
- (3) be available virtually for student/parent communication, instruction, IEP or other meetings, and professional development during the contractual workday
- (4) take daily attendance and ensure that a weekly engagement record is completed for each student documenting synchronous and asynchronous instruction

b. 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 teaching of new material to new material. The development, pace and means of providing instruction, by the teacher shall be 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

III. 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. A daily instructional schedule will be developed by the District in consultation with the Association. When providing distance teaching and learning, academic content, classwork, independent work,

assignments, projects, synchronous instruction, asynchronous instruction, and live interaction will at least meet the daily minutes per grade level listed in Section II.1 above.

3. Bargaining unit members will focus on the State established essential standards in each subject area and grade level using the District adopted curriculum
4. Bargaining unit members, in consultation with their immediate supervisor, shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow-up, using standard-based instruction and District-adopted curriculum.
5. Except for interactive instruction, bargaining unit members shall adhere to the established District's instructional schedule. Bargaining unit members are expected to be at work 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 at the same times each week. Bargaining unit members shall have time each week designated by their immediate supervisor to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms.
6. Bargaining unit members shall be assigned up to five (5) hours for uninterrupted planning time per week to plan lessons and prepare materials for their lessons. Teachers shall provide lesson plans to their administrators as per current practice.
7. Except for extenuating circumstances as determined by the immediate supervisor, bargaining unit members shall not be required to participate in more than three (3) hours of staff and/or department meetings, directed collaboration, and/or professional development per week, exclusive of IEP meetings. The teacher chair shall be responsible for providing unit members an agenda of the items addressed in the meeting.
8. Interactive instruction shall include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and provides the bargaining unit member opportunities to provide the student encouragement and feedback.
9. On-site technical support shall be provided bargaining unit members to the extent practicable and available.
10. The District shall alert parents/guardians to monitor the appropriate use of video conferencing platforms with their students. Unit members shall be held harmless in the event a student (or students) misuses this platform or engages in inappropriate activity. Unit members will report inappropriate actions by students to their administrator and follow normal procedural guidelines relating to discipline. Unit members shall receive training on their responsibilities as mandated reporters in a virtual environment.

11. Teachers shall share their classroom links with their administrators, as this will mirror opportunities for classroom visits as if “on-premise”.

12. In a distance learning model, teachers shall:
 - a. provide a combination of Synchronous and Asynchronous instruction; however, teachers shall provide at least 180 minutes of daily Synchronous instruction via Google Classroom Zoom or District-approved videoconferencing platform.
 - b. be available by videoconference during student independent work time.
 - c. be available virtually for student/parent communication, instruction, IEP, or other meetings, and professional development during the contractual workday.
 - d. take daily attendance and ensure that a weekly engagement record is completed for each student documenting Synchronous and Asynchronous instruction.

IV. STUDENT ATTENDANCE

1. Bargaining unit members shall document daily attendance and participation as required by SB 98 for each pupil on each school day, in whole or in part, for which distance learning is provided. A pupil who does not participate in distance learning when assigned to do so shall be documented as absent by the teacher. Evidence of daily student participation in distance learning shall be obtained using:
 - synchronous evidence of participation in online activities including virtual field trips;
 - completion of asynchronous assignments and/or assessments; and/or
 - contacts between bargaining unit members and pupils or parents or guardians.
2. Bargaining unit members shall complete a weekly engagement record for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily attendance, daily participation, and tracking assignments. The District shall develop written procedures for maintaining this weekly engagement record in consultation with the Association.
3. The District shall develop written procedures for tiered reengagement strategies for all pupils who are absent from distance learning for more than three school days or 60% of the instructional days in a school week in consultation with the Association. These procedures shall require teachers to make initial contact with the pupil’s parents or guardians. If attempts to contact the pupil’s parents or guardians are unsuccessful, the teacher shall notify the counselor and/or administrator no later than the next school day that a follow-up is necessary.

V. SUBSTITUTES

1. When requesting a substitute teacher, teachers will use the District substitute system and upload their lesson plans and links in order for the substitute to join the class.

VI. WORKDAY

1. Unit members shall work according to the workday as outlined in the collective bargaining agreement.
2. Unit members shall communicate to parents and students when they will be accessible by work 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.

VII. ADJUNCT DUTIES, EXTRA-DUTY ASSIGNMENTS AND COMMITTEES

1. Bargaining unit member adjunct duty responsibilities and related pay shall be discontinued or modified by the District for the 2020-2021 school year, except as provided below (which shall be conducted virtually subject to District approval):
 - a. School Site Councils. (adjunct duty)
 - b. Positive Behavior Intervention and Supports (PBIS) Team (adjunct duty)
 - c. Grade Level Chairs or Department Chairs (paid)
 - d. Advanced Via Individual Determination (AVID) Coordinator (adjunct duty)
 - e. Testing Coordinator (adjunct duty)
 - f. Student Study Team (adjunct duty)
 - g. ELPAC Test Examiners (paid)
 - h. Language Acquisition Team (adjunct duty)
2. Extra-duty assignments shall be canceled unless the District determines duties can be reasonably performed in a virtual setting, after first consulting with the Association.
3. With the exception of the items outlined in section VII.1 above, unit members will not be required to make up those adjunct or committee assignments which the District determines cannot be reasonably performed in a virtual setting as a result of school closures.

VIII. LEAVES

1. Unit members shall be entitled to use the applicable leave provisions in the collective bargaining agreement and any additional available paid leave mandated by the state or federal government. 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.

IX. EVALUATION

1. Formal evaluations for permanent bargaining unit members shall be eliminated for the 2020-2021 school year and resume effective beginning the 2021-2022 school year.
2. Evaluations for probationary and temporary unit members shall continue as scheduled.
3. Although formal evaluations for permanent bargaining unit members shall be eliminated for the 2020-2021 school year, the District shall still address performance issues through observations and other means. This may result in oral and written warnings, written reprimands, letters of unprofessional conduct, suspension, and termination.

X. TRAINING

1. Consistent with the current LACDPH "Reopening Protocols for K12 Schools" mandates, the District has and will provide training and/or information deemed necessary on topics including:
 - a. Cleaning and disinfecting protocols
 - b. Physical distancing requirements, personal protective equipment, and classroom protocols;
 - c. Health screening protocols and procedures;
 - d. Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;
 - e. Protocols on responding to individuals with a family member or someone in close contact with a student or staff member who tests positive for COVID-19;
 - f. Protocols on responding to a student or staff member testing positive for COVID-19

XI. EXPENSE REIMBURSEMENT

1. The District shall provide bargaining unit members employed by the District between January 1, 2021, and June 30, 2021, a one-time stipend of six hundred dollars (\$600) to offset increased costs associated with working remotely. This stipend shall be prorated for unit members hired during this time period. Payment to all unit members shall be made on or after no later than June 30, 2021.

XII. 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.

XIII. 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 non-precedent setting and shall not constitute a past practice.



For the District

March 30, 2021

Date



For the Association

3/30/2021

Date