

**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN LONG BEACH UNIFIED SCHOOL DISTRICT (LBUSD) AND
TEACHERS ASSOCIATION OF LONG BEACH (TALB)**

School Opening Related to Coronavirus-19/COVID-19 (COVID-19) - Dated August 19, 2021

Long Beach Unified School District (“District”) and Teachers Association of Long Beach (“Association” or “TALB”) enter into this Memorandum of Understanding (“MOU”) regarding the negotiable impacts of In-Person Learning/Instruction (IPL) and Independent Study (AB130) for students in a continuing COVID-19 learning environment.

This MOU addresses the matter of in-person learning for students and staff for the District during the 2021-22 school year.

The District and Association acknowledge the current pandemic is an ever-changing situation and that any and all updates in guidance from local, state and federal authorities may require changes to district safety guidelines/procedure.

- I. Safety Protocols for Resumption of In-Person Instruction for the 2021-2022 School Year**
 - a. For the 2021-2022 school year, the District agrees to follow all California Department of Public Health (CDPH), Cal-OSHA and Long Beach Department of Health and Human Services (LBDH) guidelines and safety protocols.
 - b. The District will continue to implement and follow the LBUSD COVID-19 Safety Plan (CSP) and it will be updated to incorporate any changes made by State, County and the LBDH
 - c. Certificated/Permitted non-management staff are mandated to report any violations of safety protocols.
 - d. Certificated/Permitted non-management staff will not be reassigned to other classes to substitute for other teachers on leave.
 - e. **Meetings:**
 - i. Back to School Night will remain virtual for the fall semester.
 - ii. Parents will be provided the option of attending parent conferences, IEPs, and other meetings virtually.
 - iii. Except in extenuating circumstances identified by the District, districtwide meetings including but not limited to Department Head Meetings, Professional Development Sessions etc., will be held virtually until November 1 of the 2021-2022 school-year. Resumption of in-person districtwide meetings will be determined by the District in consultation with TALB. In this regard, the District will meet with TALB to discuss the CDPH and LBDH guidelines and current rate of community spread.
 - iv. In-person meetings for both staff and parents may take place at sites and district departments following the guidance outlined below:

1. Except in extenuating circumstances identified by the District, sites will hold no more than two (2) indoor, in-person meetings per month through November 1. Sites will be encouraged to hold meetings online or in outdoor spaces until November 1, 2021. Resumption of standard in-person site meeting schedules will be determined by the District in consultation with TALB. In this regard the District will meet with TALB to discuss the CDPH and LBDH guidelines and current rate of community spread.
 2. In-person meetings will be held in larger rooms with 3 - 6 feet of spacing.
 3. During all virtual meetings employees are expected to adhere to the following parameters:
 - A. Cameras on throughout the meeting.
 - B. Must be on campus for all virtual meetings
 - C. Follow professional standards utilized during in-person meetings.
 4. Encourage breakout groups to use outside spaces and/or other classrooms.
 5. All participants are to wear masks the entire time they are indoors with other colleagues.
- f. Parent Communication:** Teachers are required to be in regular communication with parents and maintain up to date gradebooks. Teachers need to respond to parent emails and phones messages within 48 hours, excluding weekends.
- g. Compensation:** Unit members' compensation and health benefits, including applicable stipends, shall not be reduced in the event of school closure, as long as full funding remains available to the District. This provision does not cover bargaining unit member layoffs or reductions in hours.
- h. Evaluation:** Beginning with the opening of the 2021-22 School Year Certificated Evaluations will follow the processes outlined in the TALB collective bargaining agreement.
- i. Safety Protocols:**
- i. Physical/Social Distancing**
 1. The District will maximize social distancing as determined appropriate by the LBDH for all classrooms and indoor spaces
 2. When possible, three (3) feet of distance will be maintained between all students and staff.
 3. When possible, outdoor spaces can be utilized for classroom activities and meals.
 - ii. Personal Protective Equipment (“PPE”):** A sufficient amount of applicable and appropriate Personal Protective Equipment (PPE), as determined by Cal-OSHA and LBDH, will be provided for all certificated staff including masks, face shields, disposable gloves and smocks to wear over clothes.

1. Sites will work with the District to order necessary PPE (disposable or reusable face masks) to meet all staff and student needs. Employees in need of PPE should reach out directly to their COVID-19 Captain or administrator.
2. The District will provide any Moderate to Severe Special Education members with appropriate PPE (which may include disposable gloves, gowns, face shields, and KN95 masks, etc.), in sufficient quantities, based on the recommendation and guidance from CDPH. Nurses will be provided with a fitted N95 mask.
3. Face Masks Requirements:
 - A. The District will adhere to face mask mandates outlined in guidance from Cal-OSHA, California Department of Education (CDE), and LBDH.
 - B. Face masks shall not be required for individuals if there is a documented disability or medical condition that prevents an individual from wearing one. Reasonable accommodations (such as social distancing, the use of a face shield or face shield with a neck drape, table shield, etc...) shall be used when possible and/or as appropriate when required by CDPH, LBDH, and/or CDE.

iii. Ventilation and Indoor Air Quality - All ventilation systems shall meet any guidance outlined in the most current California Department of Public Health (CDPH) Guidance on Ventilation of Indoor Environments and Ventilation and Filtration to Reduce Long-Range Airborne Transmission of COVID-19 and Other Respiratory Infections: Consideration for Reopened Schools.

1. When bargaining unit members are on campus, the District shall ensure all ventilation systems are set to operate in the mode the District determines will deliver the maximum fresh air circulation to the extent operationally feasible. Air filters will be changed and/or updated to MERV-13 in recommended intervals in accordance with the manufacturer's recommendation for the best filtration.
2. Instructional spaces without HVAC or centralized ventilation systems, have been provided air filtration systems that meet the CDPH requirements on indoor ventilation to the extent feasibly possible.

iv. Hand Washing Requirements

1. The District will follow CDPH requirements related to frequently reminding individuals to wash their hands or use medically effective hand sanitizer.
2. The District will provide hand washing soap, and/or hand sanitizer that meets CDPH and LBDH guidelines, in all classrooms, workspaces and common spaces. The District shall ensure that all hand washing/hand

sanitizing supplies and hand washing stations shall be checked and restocked as needed and prior to the beginning of each day that staff are on campus.

- v. **Cleaning and Disinfecting:** The District shall follow the most current guidance from the CDC regarding Cleaning and Disinfecting Facilities. All surfaces in food serving areas that come in contact with food will be sanitized before and after all scheduled meals. Certificated/Permitted non-management staff are not responsible for cleaning or sanitizing.

- vi. **Vaccinations, Testing/Screening, Quarantine, Notification and Contact Tracing**

- 1. **Vaccinations and Asymptomatic Screening:**

- A. The District will promote the safety and efficacy of COVID-19 vaccinations with families and community members. The District will also share information about vaccination clinics and availability to get vaccinated within the Long Beach Unified Community.
 - B. The District will require all staff to provide proof of vaccination or participate in weekly COVID-19 asymptomatic screening when school starts this year.
 - C. Each site will have a CARE room. Students sent to the CARE room will remain masked. Students and staff must be symptom free for 24 hours before returning to school.
 - D. Certificated/Permitted non-management staff will not be responsible for conducting screenings and administering COVID-19 tests or screenings.
 - E. Students who are identified by school staff as exhibiting COVID-19 like symptoms or refuse to wear a mask will not remain in the classroom.
 - F. Students who are quarantined due to COVID-19 Exposure will be provided work and asynchronous learning opportunities through the teacher's Canvas Course. Lessons and work will be posted in Canvas within twenty-four (24) hours of when the lesson was taught.

- 2. **Contact Tracing and Notification**

- A. When an individual has a positive COVID-19 result from the PCR and/or rapid testing or upon notification that an individual at a school site has received a confirmed positive test for COVID-19, the District shall follow all protocols and procedures pursuant to guidance from the LBDH.

- B. The District shall continue to report to both the bargaining unit and the local health department, in accordance with LBDH guidance, any exposures of students and/or staff.
- C. The District shall make available to all employees established protocols and processes described in the district Covid-19 Safety Plan.
- D. The District shall follow a contact tracing protocols that adhere to requirements outlined by LBDH.
- E. Per the COVID-19 Safety Plan, any certificated member can report a concern or suspected safety violation to their COVID-19 captain or administrator, complete a COVID-19 Hazard Report Form, or contact the COVID Hotline (562-204-6075).

- 3. **Quarantine:** The District will adhere to requirements outlined by the LBDH regarding quarantine and return to the work/school for all students and staff who are experiencing COVID-19 like symptoms, who were exposed to a COVID-19 positive individual and/or who tested positive for COVID-19.

vii. Mandated COVID-19 Training

- 1. The District shall provide any mandatory COVID-19 Safety trainings per CDC/CDPH Guidelines.
- 2. COVID 19 Safety Trainings will take place during the members' established workday. Any member asked by their administrator to attend COVID-19 Safety Training outside of the contractual workday will be compensated at the Teacher Hourly Stipend in the current CBA.

viii. Visitors

- 1. All visitors accessing the District's sites shall abide by all of the District's COVID-19 protocols as aligned to CDPH and LBDH guidelines and mandates. Additionally, they will be required to provide contact information upon arrival for contact tracing purposes.
- 2. There will be a moratorium on Volunteers in Public Schools (VIPS) access to campuses until the end of the Fall Semester of the 2021-2022 school-year. The moratorium may be extended at the discretion of the District in light of CDPH and LBDH recommendations.

- j. All staff, student, parents, and stakeholders must maintain strict adherence to all COVID-19 Protocols when on campus.

II. Implementation of Independent Study Changes per AB130

- a. Transfer and Reassignment:** All transfers will follow Article VIII (8) Transfers of the CBA. In regards to implementation of AB130, a district-initiated change of position from in-person to Independent Study will be considered a “transfer” and not a “reassignment.”
- b. Class Size:** Class sizes for Independent Study will adhere to language outlined in Article X, Section 1 of the TALB K-12 Collective Bargaining Agreement, and will not exceed:
 - i.** Class size limits outlined for elementary classrooms
 - ii.** Class size limits outlined for secondary classrooms plus 15 students
- c. Hours**
 - i.** Members who fill Independent Study positions will be compensated at the Teacher Hourly Stipend for all mandatory training held outside of contractual hours.
 - ii.** Those members filling Independent Study positions will continue to have the same amount of preparation time/periods for the purposes including preparing materials, conferring with students, parents, administrators and support staff, and other duties subject to assignment by the principal as those conducting in-person instruction.

III. Leaves: The district agrees to comply with all elements of SB 95 (set to expire September 30) titled, Employment: COVID-19 Supplemental Paid Sick Leave (SPSL). Certificated members may take COVID-19 SPSL if they are unable to work due to COVID related illness including vaccine side effects and ordered quarantine. In the event bargaining unit members are mandated to quarantine due to COVID -19 protocols by the state, county, city and or District, and have exhausted their SB95 leave allocation, they may access their accrued monthly balances to remain in paid status.

IV. Use of Images: The District will communicate to parents and student that the use of images or recordings for non-educational purposes and/or to discriminate, harass, and/or intimidate a teacher engaged in Independent Study is prohibited and may result in disciplinary action.

V. Compliance: Students and staff must comply with all COVID-19 protocols outlined in the District Covid-19 Safety Plan and mandates from CDPH, CDE, and LBDH. Individuals electing to ignore District safety protocols may be subject to disciplinary action

VI. The District and Association reserve the right to negotiate any additional negotiable impacts not already covered by the Collective Bargaining Agreement or this MOU.

VII. This MOU shall be effective upon signature by both parties. This MOU will terminate in full without precedent on June 30, 2022 or at a sooner time if schools are able to return to pre-pandemic conditions based on guidance from Cal-OSHA, CDE, CDPH, and LBDH. This MOU may be extended by mutual agreement following its termination date.