



Teachers Association of Long Beach, CTA/NEA

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SUMMARY DETAILS OF MOU

TALB and the District have reached an MOU (Memorandum of Understanding) for the remainder of the academic year 2019-20.

1. ***I've tried several online teaching options. What works for me is different than my colleagues. Do I have to teach a set way?***

No, here is what you must provide a) instruction based on your most crucial standards. We cannot teach all the same content at the same rigor as we would in our brick & mortar classrooms. b) Resources that are available to students no matter when they access your online class (videos, articles, links to resources, and assignments with clear instruction). c) Engaging lessons totaling 2-3 hours per week. They can be live (synchronous), pre-taped (asynchronous), or self-directed sequenced activities (with no teacher taping). All instruction must lead to a student product.

2. ***If I get sick, can I still take sick leave even though we are working from home?***

Yes, you must notify your site in the event that you are not able to work. You may still access your regular sick leave and if you are ill due to the Coronavirus, you may access an alternate leave if you meet the requirements of HR 6201.

3. ***Will I continue to get paid?***

Yes, all regular rates of pay will continue (salary, dept. head, Pathway Lead). Spring sports coaches will receive that stipend as well. However, extra pay for future events that did not occur will not be paid (for instance, Saturday School, site tutoring, etc.)

4. ***Do I need to provide paper packets and online lessons?***

No, all instruction should be given online with all work being submitted online. Teachers, staff, and families should not be distributing or submitting work at school sites.

5. ***This is my evaluation year. Am I going to have to repeat another evaluation year?***

Depends upon your lesson evaluation ratings. If your lesson analysis was all effective or higher, even if only one lesson analysis, your administrator will complete the final evaluation document. If your administrator already conducted three lesson analyses, your administrator will complete the final evaluation document. If your lesson analyses yielded lower than effective ratings and not all three lesson analyses had occurred, you may have to suspend this evaluation cycle until next year. Regardless of your scenario, expect an online meeting with your evaluator (does not have to be face to face).

6. ***Do I need to attend extra meetings that count as adjunct duty?***

No. Future planning for next year must continue so if you are able, attend those meetings online. However, members are not required to attend or complete any upcoming adjunct duty assignments. ****Please note: extra meetings, which are part of a stipend such as ILT, must be attended. ****

7. *Can my administration keep calling multiple meetings per week? Do I have to attend?*

No and Yes. Meetings are to be kept to a minimum in number and length—this is not the usual one hour, once a week, it should be less! All announcements and general information is to be emailed. There is the potential for an IEP meeting. There may be inquiries about staffing for fall scheduling. To some extent, many of these issues existed prior to March 13th. If you are being inundated with meeting requests, call the office.

MEMORANDUM OF UNDERSTANDING
BETWEEN LONG BEACH UNIFIED SCHOOL DISTRICT (LBUSD) AND
TEACHERS ASSOCIATION OF LONG BEACH (TALB)
School Closure Related to Coronavirus-19/COVID-19 (COVID - 19)

April 9, 2020

The Long Beach Unified School District ("District") and the Teachers Association of Long Beach (TALB) enter this Memorandum of Understanding ("MOU") regarding the school closure related to COVID-19.

The Parties recognize there is a need to close schools ("emergency school closure") and move to an alternative learning plan to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from the coronavirus during the 2019- 2020 school year.

1. **Working Remotely** - Unit members shall work remotely for the duration of the emergency school closure and shall not be required to do otherwise. Unit members shall be available via email and respond to parents and students accordingly. Unit members working remotely shall perform professional duties equivalent to their assignment which was assigned prior to the COVID-19 school closures
2. **Compensation** - Unit members' compensation and benefits shall not be reduced as a result of the emergency school closure. As long as full funding remains available to the district under executive order N-26-20. Unit members who are department heads, coaches or receive other stipends, shall be paid their full stipends in accordance with the collective bargaining agreement. Working remotely does not affect a unit member's status as a District Employee.
3. **Distance Learning** – The District and TALB agree that unit members will adhere to the **Distance Learning Classroom Guidelines** provided to all teachers. These guidelines will be in effect for the remainder of the school year (April 23 – June 11). As outlined in the document, learning can take place through **synchronous (students working or learning simultaneously)** or **asynchronous (students working or learning at different times, or at their own pace)** delivery as long as it adheres to the parameters set forth in the guideline.
4. **Special Education** - The parties agree to meet remotely as needed to address implementing guidance from the California Department of Education as well as the Federal Department of Education in order to provide equitable and appropriate education for students with special needs.

5. Certificated Evaluations

- a. Unit members who have received Effective ratings in all CSTP areas and have completed at one lesson analysis may receive a final evaluation. The administrator and teacher will have a digital conference to review the final evaluation and documents will be shared digitally.
 - b. Unit members who have received at least one Developing and/or Unsatisfactory rating and completed three lesson analyses may receive a final evaluation. The administrator and teacher will have a digital conference to review the final evaluation and documents will be shared digitally.
 - c. Unit members who have received at least one Developing and/or one Unsatisfactory rating and were not given a Developing or Unsatisfactory final rating in the previous year may have their evaluation rolled over to 2020-2021 school year. Those who have received an Unsatisfactory rating or multiple Developing ratings will be referred to PAR for the 2020-2021 school year.
 - d. Unit members who have received multiple Developings and/or multiple Unsatisfactory ratings and were given Developings or Unsatisfactory final ratings in the previous year may receive a final evaluation. The administrator and teacher will have a digital conference to review the final evaluation and documents will be shared digitally.
6. Discipline - Unit members will be subject to disciplinary action in the event they do not meet the minimum standards for distance learning as outlined in the **Distance Learning Classroom Guidelines** and are not showing an effort to improve lesson delivery.
 7. The District shall submit a "J-13A waiver material decrease request", and/or any other waiver for which the District may be eligible, to the California Department of Education (CDE) in order to mitigate the loss of ADA funding.
 8. The District shall comply with required COVID-19 safety guidelines laid out by the Long Beach Department of Health and Human Services.
 9. Adjunct Duty - Unit members shall not be required to make up adjunct duty or committee assignments missed as a result of the emergency school closure.
 10. The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid. In the event the State of California deems the need for alternative requirements for schools in response to COVID-19, the parties agree mutually agree to review the provisions of the MOU, as necessary.
 11. Leaves – During school closure unit members shall be entitled to use the applicable leave provisions in the TALB Collective Bargaining Agreement and any additional leaves mandated by the state or federal government, including HR 6201 contained in the Families First Corona Virus Response Act. The leave benefits provided in HR 6201

maybe drawn prior to any other form of paid or unpaid leave available to the unit member under the collective bargaining agreement.

12. Meetings—Except for extenuating circumstances, meetings will be announced with 48 hours-notice. Meetings will be limited to absolute necessity. Announcements and updates will be sent via district email and work groups will collaborate in online forums.
13. This MOU shall not be precedent setting nor form any basis for past practice.
14. This MOU resolves the negotiable effects of school closures due to the coronavirus (COVID- 19). The District and/or Association reserve the right to negotiate any additional impacts and/or additional school closures in the 2019-2020 school year.

This MOU shall expire on June 30, 2020, but may be extended by mutual written agreement.


District

4/10/2020
Date


Association

4/10/2020
Date

April 13, 2020

To: K-12 Teachers
From: Executive Staff
Re: Distance Learning Guidance (April 23-June 11)

In this unprecedented time, your commitment to LBUSD students has never shined more brightly than now. From the moment we had to make the decision to close our schools, you have managed your own lives, sheltered at home and connected with your students in ways unimaginable even weeks ago. Thank you for your tremendous contribution to maintaining one degree of normalcy for our students by creating an online classroom or connection that students can depend on. When you return from spring break, we expect that we will have an MOU in place with TALB that will be used to solidify our working agreements through the end of the 2019-2020 school year.

Distance Learning Classroom Guidelines

The following guidelines have been developed to ensure that there is consistency in the expectations that are being set for distance learning. As you review these guidelines, we hope that you also remember that we know that you are not just “working at home,” but “at home during a crisis trying to work,” while your students are not “learning from home,” but “at home during a crisis trying to learn.” These conditions require that all of us manage expectations for ourselves and others and do our very best with these guidelines in mind.

What we know about student learning is that it is not isolated and builds upon past learning. Distance learning should support the development of student skills and prepare them for when they return to school and proceed to the next grade level (or graduate and matriculate to college). We hope that this will also alleviate some of your concerns about assessments and focus more on the connection to students and providing feedback about their learning.

Technical and Content Area Support Available

The Teacher Communication & Updates Google [website](#) that was first deployed on March 25th will remain active and updated. This website is where you can find content area and technical support through Curriculum Virtual Office hours and the multitude of professional learning opportunities that are being offered online. There are also a number of ways to connect with peers who have volunteered to serve as Peer-to-Peer Digital Mentors.

Please feel free to reach out to any of us at central office during this difficult time. We are here to support staff and students through the duration of the school closure.

Expectations for General and Special Education Teachers	
Teachers at each site establish a common approach to communicating learning opportunities.	
TK-5	Every teacher will use Google Classroom
6-12	Every teacher will use Google Classroom, or School Loop Locker with students and connect Classroom (if applicable) to School Loop to help communicate assignments to parents and students
Recognizing that schedules vary across levels, teachers provide 3-4 hours of daily learning opportunities via synchronous (students working or learning simultaneously) and/or asynchronous methods (students working or learning at different times, or at their own pace). Teachers are not required to record videos.	
TK-5	<ul style="list-style-type: none"> -One hour each day of students engaged in English Language Arts learning, from synchronous and/or asynchronous opportunities (30 minutes at TK/K) -One hour each day of students engaged in Math learning, from synchronous and/or asynchronous opportunities (30 minutes at TK/K) -One hour each day of other learning opportunities in Science, History, PE, Art, Music, etc. (30 minutes at TK/K)
6-12	<ul style="list-style-type: none"> -Approximately one hour of asynchronous and/or synchronous instruction per period, each day (Odd/Even Blocks, alternating days) -Additional or supplemental lessons may be assigned during independent work time. The combination of instruction and independent work should not exceed approximately 2-3 hours per week per class. -Identify and focus on the essential learning standards
Teachers monitor student work and provide feedback to students at least weekly	
TK-5	<ul style="list-style-type: none"> -Student work will be required and submitted electronically. -Teachers will provide written and/or oral feedback on students' progress with skills & standards -For Reporting Period 2, the use of Achievement Reports, a reading profile and the district promotion/retention policy is suspended
6-8	<p>Middle School Grading:</p> <p>As we transition from <i>ungraded learning opportunities</i> to <i>graded home learning</i>, we have an opportunity to uplift students during a difficult time. The grading policy embraces a "do no harm" philosophy using Pass/Fail final grades, but also incentivizes the completion of the home learning assignments. The following tenets guide the policy:</p> <ul style="list-style-type: none"> ● Provide formative feedback to students (qualitative, constructive, next steps). ● Post all assignments in School Loop. Students and parents need a central platform, across Google Classrooms, to view assignments given and assignments completed. ● Consider the student's Semester 2 work completed prior to March 13. ● Permit students to make up missing assignments that were given before March 13. ● Do not grade home learning opportunities assigned March 16-April 22. ● Evaluate student completion of assignments given April 23-June 11.

	<ul style="list-style-type: none"> No report cards will be issued for the Quarter 3 or Quarter 3 Progress terms. Middle School Teachers will determine and issue Semester 2 Pass/Fail grades
9-12	<p>HS Grading:</p> <p>As we transition from <i>ungraded learning opportunities</i> to <i>graded home learning</i>, we have an opportunity to uplift students during a difficult time. The grading policy embraces a “do no harm” philosophy using Credit/No Credit final grades, but also incentivizes the completion of the home learning assignments. The following tenets guide the policy:</p> <ul style="list-style-type: none"> Provide formative feedback to students (qualitative, constructive, next steps). Post all assignments in School Loop. Students and parents need a central platform, across Google Classrooms, to view assignments given and assignments completed. Consider the student’s Semester 2 work completed prior to March 13. Permit students to make up missing assignments that were given before March 13. Do not grade home learning opportunities assigned March 16-April 22. Evaluate student completion of assignments given April 23-June 11. No report cards will be issued for the Quarter 3 or Quarter 3 Progress terms. High School Teachers will determine and issue Semester 2 Credit/No Credit grades

Sample Elementary School Teacher Schedule	
Monday-Thursday	Friday
ELA or Math Instructional Block	Supplemental/ Independent Work Time for Students Grade Level or Staff Meeting Time
11:30-12:30 Lunch (Reserved time for student access to site lunch program)	
ELA or Math Instructional Block	Supplemental/ Independent Work Time for Students Grade Level or Staff Meeting Time
Additional Learning Opportunities (Science, History, PE, Art, Music)	
Teacher Office Hours*	
Professional Development: Grade Level or Staff Meeting	
*Office Hours are separate from instructional time and are designated for students and parents to ask questions via email or Google Meet. Teachers are given the flexibility to establish these hours but need to inform parents and students.	

Sample Middle School Teacher Schedule			
Time	Monday/Wednesday	Tuesday/Thursday	Friday
11:30-12:30	Lunch (Note: This time slot is essential to maintain district-wide access to lunch)		
N/A	Period 1	Period 2	Indep Work Time Staggered Department Meetings for Teachers
N/A	Period 3	Period 4	
N/A	Period 5	Period 6	
N/A	Independent Work Time Teacher Office Hours*	Independent Work Time Teacher Office Hours*	
*Office Hours are separate from instructional time and are designated for students and parents to ask questions via email or Google Meet. Teachers are given the flexibility to establish these hours but need to inform parents and students.			

Sample High School Teacher Schedule			
Time	Monday/Wednesday	Tuesday/Thursday	Friday
11:30-12:30	Lunch (Note: This time slot is essential to maintain district-wide access to lunch)		
N/A	Period 1	Period 2	Indep Work Time Staggered Department/Pathway Meetings for Teachers
N/A	Period 3	Period 4	
N/A	Period 5	Period 6	
N/A	Period 7	Period 8	
N/A	Independent Work Time Teacher Office Hours*	Independent Work Time Teacher Office Hours*	
*Office Hours are separate from instructional time and are designated for students and parents to ask questions via email or Google Meet. Teachers are given the flexibility to establish these hours but need to inform parents and students.			

Expectations for Students	
Students will access online platforms to participate in home learning opportunities	
TK-5	Every student will access learning opportunities through Google Classroom; students without access to Google Classroom may pick up a hard copy packet at a meal distribution site
6-12	Every teacher will use Google Classroom, and connect Classroom to School Loop to help communicate assignments to parents
Recognizing that schedules vary across levels, teachers provide 3-4 hours of daily learning opportunities via synchronous (students working or learning simultaneously) and/or asynchronous methods (students working or learning at different times, or at their own pace)	
TK-5	<ul style="list-style-type: none"> -One hour each day of students engaged in English Language Arts learning, from synchronous and/or asynchronous opportunities (30 minutes at TK/K) -One hour each day of students engaged in Math learning, from synchronous and/or asynchronous opportunities (30 minutes at TK/K) -One hour each day of other learning opportunities in Science, History, PE, Art, and/or Music (30 minutes at TK/K)
6-12	<ul style="list-style-type: none"> -Approximately one hour of asynchronous and/or synchronous learning per period each day (Odd/Even Blocks, alternating days) -Additional or supplemental lessons may be assigned during independent work time
Students will receive teacher feedback	
TK-5	<ul style="list-style-type: none"> -Student work will be required -Teachers will provide written and/or oral feedback on students' progress with skills & standards -For Reporting Period 2, the use of Achievement Reports and the district promotion/ retention policy is suspended
6-12	<ul style="list-style-type: none"> -Student work will be required -Teachers will provide written and/or oral feedback on students' progress with skills & standards -No grades will be issued for the Quarter 3 or Quarter 3 Progress terms. -A Semester 2 Report card will be issued to students.