

MEMORANDUM OF UNDERSTANDING - K-12
BETWEEN LONG BEACH UNIFIED SCHOOL DISTRICT (LBUSD) AND
TEACHERS ASSOCIATION OF LONG BEACH (TALB)

School Opening Related to Coronavirus-19/COVID-19 (COVID - 19)

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 2020- 2021 school year.

1. **Safety** -The District shall comply with required COVID-19 safety guidelines laid out by the Long Beach Department of Health and Human Services.
 - a. Employees shall be responsible for complying with published District safety standards and safety guidelines laid out by the Long Beach Department of Health and Human Services, that are applicable to each employee's job responsibility. The District agrees to provide on-going opportunity for unit members to make suggestions and recommendations to the site manager affecting the safety of employees. (Revised Article IX Section D) This includes wearing protective masks, washing hands on a regular basis, and ensuring adequate social distancing.
 - b. When conditions constitute an obvious and immediate danger, the employee shall immediately report the situation to the manager who in conjunction with the employee will render prudent and reasonable assistance in alleviating the problem. (Revised Article IX Section E)
 - c. 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 mutually agree to review the provisions of the MOU, as necessary.
2. **Worksite Flexibility** - Employees will be provided the flexibility to select an alternate work location provided they adhere to the attached Alternate Work Location Agreement. In consultation with their site administrators, non-classroom teachers are eligible for worksite flexibility but will need to report to their site for the purpose of performing essential work functions that cannot be completed remotely.
3. **Instructional Models**- Teachers agree to adhere to the appropriate instructional models for their respective levels. All learning models described below adhere to contractual

agreements regarding "Days and Hours" and "Class Sizes". During live virtual instruction teachers are available and accessible to students for the full scheduled instructional period. Examples of live virtual instruction include but are not limited to: direct instruction, collaborative work, whole class discussion, and answering questions during independent learning.

Elementary Instructional Models

- Full Day at School
 - Teachers provide live daily instruction to students with half of their students in the AM and half in the PM.
 - Staff supervised extended learning and instructional workshops take place for students the other half of their day.
- Hybrid Model
 - Teachers provide daily direct and guided instruction.
 - Teachers provide independent work on a daily basis for students to complete during "Home Flexible Time".
- Virtual Only
 - Teachers have designated sessions of live virtual instruction on a daily basis.
 - Teachers post independent work for students on a daily basis.

Middle School Instructional Model

- Hybrid A/B Schedule with Virtual Mondays
 - Teachers provide in class instruction Tuesday through Friday with split class groups ($\frac{1}{2}$ Tue/Thur and $\frac{1}{2}$ Wed/Fri) and supply students with independent work in preparation for their subsequent class sessions on the alternate days.
 - On Virtual Monday, teachers provide live online instruction for each class following the regular schedule.
- All Virtual At-Home Learning
 - Teachers provide live online instruction for each class following the schedule.
- At Home Independent Study
 - APEX program supplemented with live online instruction.

High School Instructional Model

- Hybrid A/B Schedule
 - Students are split into two groups with each group attending face to face two days in a row (odd periods one day/even periods next day) with groups rotating through an established schedule.
 - It is agreed that TALB and the District will meet to discuss the learning plan for students not attending face-to-face sessions.
- At Home Independent Study
 - APEX program supplemented with daily live online instruction.

4. **Minimum Day Schedule:** Minimum day schedule will be applied to all ETK-12 sites for the first two weeks of the school year.
5. **Special Day Class Preschool Teachers:** Teachers will follow the instructional model and practices in place for CDC/Head Start. As long as CDC/Head Start sites remain open for live instruction with students present, these teachers will provide in classroom lessons for their assigned students.
6. **Canvas:** All teachers will utilize Canvas as the Learning Management System. The platform will be utilized for all classroom related interaction, including grading, parent and student communication, and maintenance and delivery of courses.
7. **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 phone messages within 48 hours.
8. **Use of Images:** The District will communicate to parents and students that the use of images or recordings for non-educational purposes and/or to discriminate, harass, and/or intimidate a teacher engaged in distance learning is prohibited and may result in disciplinary action.
9. **Compensation** - Unit members' compensation and health benefits, including applicable stipends, shall not be reduced in the event of emergency school closure, as long as full funding remains available to the District under executive order N-26-20. This provision does not cover bargaining unit member layoffs or reductions in hours.
10. **Special Education and Related Services (IE: Nurses, DHH, SLPs, APE, Assistive Technology, and All Itinerant Teachers)** - The parties agree to meet 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.
11. **Alternate Schedule:** Certificated staff not assigned to students may be asked to adjust their work hours or days to meet the needs of students. The unit member will adjust their hours and/or workdays with mutual agreement between the unit member and the site administrator.
12. **Evaluation** - Beginning with the opening of the 2020-2021 School Year Certificated Evaluations will follow the processes outlined in the TALB collective bargaining agreement for all teachers.
13. **Leaves** – During the school reopening unit members shall be entitled to use the applicable leave provisions in the TALB Collective Bargaining Agreement and any leaves mandated by the state or federal government, including HR 6201 contained in

the Families First Coronavirus Response Act. The leave benefits provided in HR 6201 may be drawn prior to any other form of paid or unpaid leave available to the unit member under the collective bargaining agreement. The District and Association agree to review the impact and implementation of any new federal and/or state leaves of absence legislation directly affecting bargaining unit employees.

14. **Meetings**—Except for extenuating circumstances, District/Site meetings will be announced with 48 hours' prior notice. Existing safety protocols will be adhered to in these meetings and these meetings may take place virtually when determined necessary by the District/Site.
15. **Professional Development:** Teachers shall complete a minimum of six (6) hours of virtual professional development during the first semester in lieu of adjunct duties. This professional development shall be accessible through myPD.
16. This MOU shall not be precedent setting nor form any basis for past practice.
17. This MOU resolves the negotiable effects of school re-opening due to the coronavirus (COVID- 19). The District and/or Association reserve the right to negotiate any additional impacts that are within the scope of representation related to COVID -19 for the 2020-2021 school year.

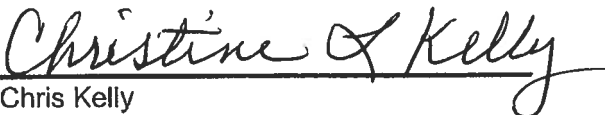
This MOU shall expire when the District Instructional Program is back to pre-Coronavirus conditions, as determined by the governing board and/or the state or at the the end of the 2020-21 school year, whichever comes first. Thereafter the parties may extend this MOU with mutual written agreement.



Steve Rockenbach
Director of Employee Relations and Ethics

8-17-20

Date



Chris Kelly
TALB President

8/18/20

Date