

MEMORANDUM OF UNDERSTANDING – CDC and Head Start
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. This includes wearing protective masks, washing hands on a regular basis, and ensuring adequate social distancing. (Revised Article IX Section D)
 - 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. **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".

CDC Instructional Model

- Full Day Program and School Age Care (Pending Updated Information from the State):
 - Teachers teach students live five days a week. Students not able to join live instruction due to ratios will have the opportunity to participate in

- virtual sessions that would occur live in class.
 - Distance learning opportunities provided on the days students are not in class.
- Part Day Program Instructional Models
 - Teachers teach students live five days a week with students in AM and PM sessions reporting on alternating days: Group A attends class Monday/Wednesday and alternating Fridays and Group B attends class Tuesday/Thursday and alternating Fridays.
 - Distance learning opportunities provided daily for students who are not in class.
- Distance Learning
 - Teachers will conduct live virtual sessions with children
 - Planning to have a dedicated Distance Learning teacher.

Head Start Instructional Model

- All in Class (Modified Full Day Program)
 - All students have the opportunity to attend school part-day Monday through Friday.
 - Teachers will provide instruction for 3 hours for each session, AM and PM
- Hybrid (Modified Half-Day Program)
 - Half of the students will attend Monday and Tuesday for 3 hours, the other half will attend Thursday and Friday.
 - Wednesday will be a virtual meet for the entire class.
- Virtual Only
 - Teachers will have an established time to conduct live virtual meetings with children every Wednesday with no more than 5 students per meeting. The live virtual meeting must be recorded and posted to the virtual classroom.
 - Teachers will post live lessons and learning activities that support and reinforce learning on a daily basis.
 - Teachers will check-in on "absent" children

Early Head Start Instructional Model

- All in Class
 - Since Early Head Start classrooms have no more than 8 children, There will be no modifications to the EHS center-based schedule. Classes will be offered Monday through Friday for 7 hours.
- Modified Home Based Program for Early Head Start
 - Continue weekly virtual "home visits" with families and children via telephone reminding them of the resources available online
 - Bi-monthly socialization is scheduled and can be virtual or in person, as long as there are less than 10 individuals present at once (5 families at once).
- Virtual Only - Same as Head Start

3. **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.
4. **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 CDC and Head Start based on the Federal and/or State reimbursements. This provision does not cover bargaining unit member layoffs or reductions in hours.
5. **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.
6. **Evaluation** - Beginning with the opening of the 2020-2021 School Year Certificated Evaluations will follow the processes outlined in the TALB collective bargaining agreement.
7. **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.
8. **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.
9. This MOU shall not be precedent setting nor form any basis for past practice.
10. 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 and/or additional re-opening 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.



Steve Rockenbach
Director of Employee Relations and Ethics

8-17-20

Date



Chris Kelly
TALB President

8/18/20

Date