

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
THE ASSOCIATED POMONA TEACHERS
AND
THE POMONA UNIFIED SCHOOL DISTRICT**

March 19, 2021

A. INTRODUCTION

The Pomona Unified School District (“District”) and the Associated Pomona Teachers (“Association” or APT) enter into this Memorandum of Understanding (“MOU”) regarding returning to work for the 2020-2021 school year during the Coronavirus (COVID-19) pandemic.

The District and APT recognize that schools are critical to daily life and that collaboration between local public health and education officials is the best means of determining and balancing competing concerns surrounding the return of students to in-person instruction for the remainder of the 2020-2021 school year. The District and APT agree that resumption of in-person student instruction will be based upon agreed models that phase towards a traditional schedule.

The Parties have a shared commitment in providing an educational program that supports the needs of all students while ensuring a safe learning environment for students and staff by following the guidelines established by both state and county health departments. Continued education of our students during the 2020-2021 year will require flexibility given the impact of COVID-19 and the possible need to fluctuate between various models of instruction (e.g., in school, distance learning and a hybrid of both models). To support this, instructional models have been developed with input from APT, educators, administrators,–and the District. Instructional models at individual sites, and/or District-wide, are based on direction and guidance from the State of California, Los Angeles County Department of Public Health, the Los Angeles County Office of Education and under federal law. The parties intend to return to a pre-COVID 19 traditional instructional schedule as soon as it is permissible and safe to do so.

B. HEALTH AND SAFETY

a. Face Mask and Social Distancing

- i. Occupancy signage and floor markers for social distancing will be posted in common areas along with signage referencing six (6) feet social distancing protocols. Unless medically prohibited from doing so, members and students shall wear face masks which cover the nose and mouth while on District property as proscribed by LACDPH and/or Cal-OSHA guidelines/orders for Early Childhood Education and K-12 students. Members who are medically prohibited from wearing masks shall wear face shields with chin drapes. Members may not wear masks with one-way valves. The District shall provide to all employees the daily use of

all required masks. If a face covering or face shield is refused by a student or visitor the individual will not be allowed to access the site without administrative evaluation.

- ii. Additional PPE, such as N95 respirators, disposable gloves, and aprons/ smocks shall be provided for members under CDPH and LACDPH guidance and/or recommendations, based on the exposure risk under the Cal-OSHA Guidance on Preparing Workplaces for COVID-19 guidelines, https://www.osha.gov/sites/default/files/publications/OSHA3990.pdf?hss_channel=tw-92064349. N95 respirators are not required and shall not be fitted. PPE supplies shall be provided to District sites on a monthly basis. Used PPE should not be shared between members.
 - iii. Members working alone (without students and others) in private offices and/or classrooms with the door closed may remove their facemasks. Members who work in cubicles may not remove their masks.
 - iv. The District shall provide disposable bags for students with medical needs to temporarily store cloth face masks that have been temporarily removed. Masks should be placed in a clean paper bag (marked with the student's name and date) until the time when the mask is placed back onto the student's face.
 - v. Social distancing will be adhered to under LACDPH guidelines, including, in one-way stairways and hallways, in classrooms, designated entrances and exits to buildings, and appropriate locations for lunch periods.
 - vi. All individual member workstations or areas used by members working as part of a team allow for separation of at least 6 feet. Classroom furniture is arranged to permit a distance of at least 6 feet between the teacher's desk and the nearest student(s). Maximum number of students permitted in facility must ensure physical distancing of at least 6 feet or with appropriate physical barriers where 6 feet of distancing is not possible (under no circumstances should distance between student seating be less than 4 feet).
 - vii. Unless circumstances allow for in-person staff meetings/professional development under LACDPH guidelines, the District shall not require in-person staff meetings/professional development trainings for the remainder of the 2020-2021 school year, unless in cases of emergencies, and unless social distancing protocols under LACDPH guidelines can be established.
- b. Pre-Screening
- i. Before entering a school or District site, members shall be required to confidentially answer pre-screening COVID-19 questions. All members shall also self-screen for COVID-19 symptoms and report any COVID-19 symptoms to their

Principal/supervisor/designee. Members who have COVID-19 symptoms shall remain at home and not enter District sites. Members at work who have COVID-19 symptoms shall immediately notify their Principal/supervisor/designee prior to leaving the work site. Members who have COVID-19 symptoms shall report their absence in accordance with Article 14.2.9 of the Agreement.

- ii. The District shall ensure all students, members, and visitors participate in the District's pre-screening process. Visitors with COVID-19 symptoms shall be denied entry to District sites. Students with COVID-19 symptoms or who have had close contact with a person confirmed with COVID-19 should be sent to a pre-designated isolation room on site pending evaluation.
 - iii. The District shall ensure that all school sites have in place a plan and protocol for COVID-19 pre-screening of all students including those transported by bus.
- c. COVID-19 Testing
- i. Members exposed to confirmed COVID-19 case at the workplace shall be provided the opportunity for free COVID testing during their working hours. A member shall be required to notify Human Resources of a positive COVID-19 result. The District shall maintain all positive COVID-19 test results confidential. Employees can report symptoms and hazards without fear of reprisal.
- d. Contact Tracing
- i. Upon notification that an individual has been infected with COVID-19, the District shall initiate contact tracing in conjunction with LACDPH and CDPH. The District shall inform all members who are on the premises at the same work site as the individual during the infectious period of their potential exposure, in writing within one (1) work day of notification to the District. This notice shall include the description of the COVID-19 related benefits available to members and the District disinfection plan that will be implemented. A copy of such notice shall be provided to the Association at the same time it is provided to the affected members.
- e. Handwashing
- i. All members shall sanitize and/or wash hands upon entering the workplace and periodically sanitize and/or wash hands throughout the workday.
 - ii. All members and administrators shall continue to promote appropriate hygiene with students including frequent and thorough hand washing, avoiding contact of the mouth, nose, and eyes with unwashed hands and using hand sanitizer when hand washing is not practical or available, and refrain from discouraging such.
 - iii. The District shall comply with the following:
 - 1. Handwashing stations shall be placed at strategic locations

throughout worksites. Every room with a sink shall have at least one (1) soap and paper towel dispenser stocked.

2. Every classroom and non-classroom workspaces shall be provided hand sanitizer.
3. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked daily and restocked as needed.

f. Cleaning and Disinfecting

- i. The District shall ensure that all classrooms and workspaces are cleaned and disinfected daily. Classrooms will be disinfected between Stable Groups and Cohorts. Restrooms shall be monitored and disinfected every 2-3 hours and thoroughly on a nightly basis. District cleaning and disinfection measures will be implemented so as to clean and disinfect high touched surfaces on a frequency average of every 2 hours. High touch areas and or fixtures in use including but not limited to desks, doorknobs, light switches, faucets, are cleaned and disinfected daily, using disinfectant and cleaning solutions provided under CDC guidelines. Cleaning and disinfecting supplies will be provided to every classroom, office and work rooms for staff who choose to clean as necessary more frequently. Members will not be required to use Super 60 spray without appropriate training. Members will be provided disinfecting wipes.
- ii. The District will replace trash can liners each day in classrooms and workspaces. The trash can(s) will be placed near the exit door area.

g. Safe Schools Team

- i. The Parties agree that work sites shall form Compliance/Safe Schools Teams at each school site under Cal-OSHA requirements. The Safe School Team shall monitor and refine the implementation of the site's Cal-OSHA plan/K12 protocols. Safe School Teams shall be composed of an equal representation between administration and COVID liaisons, APT and CSEA.

h. HVAC

- i. The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, and open outdoor air dampers to allow for maximum fresh air for the designated filtration system. Air filters shall be the highest level compatible with the existing ventilation system. Classrooms functioning for in-person learning shall be equipped with low noise HEPA air filters with a large enough capacity and flow rate for the square footage of the room. In buildings or structures with mechanical ventilation, the District will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system,

the District will use filters with the highest compatible filtering efficiency. Portables and/or office space without adequate central HVAC may be equipped with low noise HEPA air purifiers with large enough capacity and flow rate for the square footage of the room.

- ii. HVAC filters will be replaced three (3) times per year. The District shall provide, upon request, to the APT President an updated report of the HVAC filter replacement dates.
- iii. Air purifier filters shall be replaced within 48 hours upon notice that the filter needs replacement.
- iv. If opening windows poses a safety risk, alternate strategies to improve airflow, such as maximizing central air filtration for HVAC systems to the maximum capability if compatible with the ventilation system, shall be used (targeted filter rating of at least Merv13).

i. Drinking Fountains

- i. Use of drinking fountains is suspended and use of personal, reusable water bottles is encouraged.

C. LEAVES, WORKERS' COMPENSATION AND VACCINATIONS

a. Leaves

- i. The District will provide applicable leave entitlements in accordance with the Agreement and state and federal laws including, Family and Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA").
- ii. If these leave entitlements are amended or modified under state and/or federal law, the new entitlements will automatically be adopted into this MOU.
- iii. The District shall meet with members with qualifying disabilities under the American Disabilities Act, to determine whether the member requires a reasonable accommodation to perform the essential functions of their assignment.
- iv. In the event a member is unable to return to in-person instruction because the member has been diagnosed with a confirmed case of COVID-19 at work, or they are quarantined, the District shall first attempt to provide an alternative or remote assignment.

b. Workers' Compensation

- i. Members may file a COVID-19 related Workers' Compensation claim where the COVID-19 virus is caused by work exposure for members who are diagnosed with COVID-19 in accordance with state law.

c. Vaccinations

- i. The District may coordinate with local health agencies to arrange for vaccinations. Upon supervisor approval, the District shall provide members up to three (3) hours of release time to be vaccinated at District sponsored sites.
- ii. If vaccination entitlements are amended or modified under state

and/or federal law, the new entitlements will automatically be adopted into this MOU.

D. Child Development

a. Health and Safety

- i. Siblings of a child who are required to quarantine due to possible exposure to a confirmed COVID-19 case should also quarantine if they share the same exposure.
- ii. If a child must leave the site to quarantine and/or be tested due to exposure to a confirmed COVID-19 case siblings/other children from the same household who share the same exposure, should also leave the site to quarantine and/ or be tested.
- iii. Child development classrooms shall be rearranged to provide for six (6) feet of social distancing between activity stations, tables and chairs when in use.
- iv. Circle time and other activities that bring children close together shall be eliminated. Activities that can be conducted in accordance with LACDPH social distancing protocols shall be permitted.
- v. At naptime, cribs/cots shall be placed at least six (6) feet apart and alternated from head to foot. If six (6) feet distance between crib/cots is not possible, the District shall space the crib/cots as far as possible and alternate children head to foot.
- vi. The District shall provide adequate supplies onsite to support healthy hygiene behaviors. These items will include soap, tissues, no-touch trashcans and hand sanitizers with at least sixty (60) percent ethyl alcohol for staff and those children who can safely use hand sanitizer.
- vii. Air filters and filtration systems at child development sites shall be checked every three (3) months and replaced as needed to ensure optimal air quality.
- viii. Child development teachers, aides and students shall undergo a health screening which includes visual wellness and temperature checks upon arrival.
- ix. The District will identify a pre-designated isolation room or area to permit immediate separation of anyone who exhibits COVID-19 symptoms.
- x. The District shall close any areas used by anyone who exhibits cold and/or flu symptoms and clean and disinfect the area.
- xi. Each child's belongings are separated and kept in individually labeled storage containers, cubbies or areas. Belongings in use shall be taken home each day to be cleaned and disinfected.
- xii. The District will notify Child Care Licensing and the LACDPH of all children with confirmed COVID-19 who have been at the site within one (1) business day.

b. Child Development Professional Duties

- i. For the duration of this MOU, the professional duties of Child Development members shall be in accordance with the language

set forth herein.

- ii. Until directed otherwise by the Superintendent, or designee, Child Development members working in designated programs shall engage in in-person instruction. Thereafter, upon notification by the Superintendent, or designee, Child Development may be required to return to virtual instruction.
 - iii. The District shall assign Campus Supervisors to full day Pre-K and Toddler classrooms to provide lunch coverage during naptime.
 - iv. Child Development members shall utilize and invite parents to Class Dojo.
- c. Child Development Prep Time
- i. Early Head Start Center-Based members shall receive one and a half (1.5) hours per week of preparation time. Members will not be required to travel to the office during their prep time to pick up or drop off paperwork or materials. The District shall provide a sub to make up the hour and a half (1.5) prep time the teachers lose during monthly faculty meetings.
 - ii. Early Head Start Home-Based members shall receive four (4) hours per week of preparation time on Fridays and/or based on the member's schedule. Home-Based members shall be required to use Zoom or telephone calls for direct instruction. Home-Based members shall be required to use Zoom every two (2) weeks for Group Connections. Schedules will be flexible to accommodate virtual home visits.
 - iii. Preschool (Full-day and Hybrid) members shall receive prep in accordance with the established schedules in Exhibit A. Seven and one-half (7.5) hours for a full day and seven and one-quarter (7.25) hours for Pre-School hybrid.
 - iv. The District shall provide a sub to make up the hour and one-half (1.5) prep time for the Full Day Program the teachers lose during monthly faculty meetings.

E. SPECIAL EDUCATION

- a. IEPs
 - i. IEP meetings and scheduling shall continue to be held virtually to the extent possible with parent consent. In the event, an in-person IEP meeting is needed, the District shall provide adequate meeting space that adheres to the LACDPH guidelines regarding in-person meetings. If adequate meeting space cannot be provided, the meeting shall be held virtually.
 - ii. The District shall ensure that students traveling on the school bus shall follow the guidelines provided by LACDPH and state/federal law.
 - iii. Related Service Providers, including but not limited to, Language and Speech Pathologist, School Psychologist, Adapted PE, Educationally Related Intensive Counseling, Deaf and Hard of Hearing, Early Start Infant Program Teachers shall provide small

- group sessions virtually using distance learning methods.
- iv. The District may provide an alternative to increase air flow in workspaces that do not have windows and adequate ventilation.

F. PROFESSIONAL EXPECTATIONS

a. Class Size, Hours & Attendance

- i. Student contacts/class sizes will be maintained at the contractual limits. Student contacts may include students who report physically to their classes on assigned days and/or students who remain on a distance learning schedule.
- ii. Members will be required to take student attendance, and track students' synchronous and asynchronous class engagement, and otherwise comply with obligations under the District's forthcoming Learning Continuity and Attendance Plan ("Plan"), as required by the Education Finance: Education Omnibus Budget Trailer Bill Senate Bill 98 ("SB 98").
- iii. Unless directed otherwise by the Superintendent, or designee, or in the event of a school/site/department transition to virtual instruction, members shall perform their duties from their assigned District school/site/department during their normal contractual work hours. Members permitted to work remotely shall, if contacted during regular work hours, be expected to respond in a reasonable manner to site/District/department communications. The District may also direct members to work from their school/site/department if they have connectivity issues.
- iv. School nurses and other non-classroom based members upon receipt of training, may assist with health and safety protocols, which may include taking student temperatures during student ingress. These duties as assigned will be distributed on an equitable basis.
- v. Teacher Specialists and TOAs will be allowed to provide District Professional Learning/Development virtually from their homes on all Professional Development Days, including Wednesdays and after school, to allow for focused, uninterrupted, quality instruction and planning for all members who are provided professional learning to support all student groups within PUSD.
- vi. Elementary School Physical Education ("P. E.") teachers shall provide P.E. instruction virtually and/or in-person on a daily basis in accordance with updated LACDPH guidelines. Elementary School Physical Education teachers who are not fully scheduled may be assigned by the District to support in other areas.
- vii. Intervention teachers assigned to The Learning Connection ("TLC") program shall continue to work virtually from their site and may provide teacher support and small group intervention for targeted students. Upon transition to hybrid instruction, TLC teachers may provide in-person instruction in accordance with this MOU. Services shall be provided according the LACDPH.

- viii. During the 2020-2021 school year, members shall follow the District's revised grade submission calendar(s).
- ix. Parent conferences and parent meetings for the 2020-2021 school year may be held virtually.
- x. Open House will not be held in person and, if possible, may be held virtually.
- xi. Members engaging in distance learning shall maintain all rights afforded to them under the Education Code.
- xii. Members shall report known inappropriate online student behavior occurring during instructional interactions to their site administrator. Members acting within the scope of their duties and consistent with all policies and expectations concerning appropriate adult/student interactions shall be held harmless for any such behavior from a student.
- xiii. Members who engage in good faith actions to implement distance learning shall not be subject to any disciplinary action due to unique circumstances and interference beyond their control. Members shall continue to provide lessons or instruction and adhere to District policy and/or regulations.
- xiv. The Association proposes an Ad hoc committee of school counselor representatives from the elementary, middle school and high school levels, District administrators and APT members to discuss various school counselor related issues.
- xv. In the event a substitute is not available, in-person student cohorts will not be combined in order to provide instruction, nor shall a single cohort be divided and separated into other cohort groups. This provision may be modified in accordance with LACDPH guidelines.
- xvi. Notwithstanding Section F(xv), of this MOU, secondary members may, during preparation periods, provide coverage to classrooms when substitutes are not available and receive classroom coverage pay under Article 9.16 of the Agreement.
- xvii. Child Development teachers who are not fully scheduled may be assigned by the District to support other teachers.
- xviii. School Counselors will establish and announce office hours subject to approval by the site administrator.
- xix. School Counselors will schedule times for delivery of school counseling services.
- xx. School Counseling small groups will be held virtually.
- xxi. School Counselors will provide school counseling program updates and resources via Google Classroom.
- xxii. School Counselor work hours will comply with Article 10.12 of the Agreement.

G. INSTRUCTIONAL MODELS

- a. For the remainder of the 2020-2021 school year, District students shall resume in person instruction and continue distance learning, in

accordance with the attached student instructional schedules (Exhibit A). This section outlines the District's instructional models for the 2020-2021 school year.

- b. Hybrid Instruction (In-Person Instruction and Distance Learning):
 - i. Hybrid instruction refers to the instruction of students through in-person attendance on campus and distance learning.
 - ii. During hybrid instruction, students may also choose to receive some, or all, of their instruction virtually in the form of distance learning. The parties recognize that students may need flexibility to change from hybrid to distance learning and vice versa.
 - iii. To reduce the number of students on campus, each school shall be divided into two (2) Cohorts of roughly equivalent numbers. Cohorts will physically attend school on alternating schedules ("Cohort A" will physically report on Monday and Tuesday and "Cohort B" will report on Thursday and Friday). If the number of students attending in-person instruction exceed LACDPH guidelines for maintaining appropriate social distancing for the assigned classroom, Cohorts and/or classroom sites may be adjusted.
 - iv. Upon the District's determination that District schools, sites and/or departments need to transition to virtual instruction, students will follow the instructional schedules provided in Exhibit A. Instructional schedules may be modified based on instructional need including, but not limited to, combining student Cohorts. In the event of a transition to virtual instruction, member preparation periods may be adjusted throughout the school day; however, member preparation periods will not be reduced. The District shall follow recommendations of the LACDPH when transitioning between instructional models.
- c. 100% Distance Learning Instruction
 - i. Distance learning shall be provided in accordance with the attached student instructional calendars (Exhibit A).
 - ii. Distance learning is defined as instruction in which the student and member are in different locations and students are under the general supervision of a certificated employee of the District.
- d. Traditional (All-Students Return)
 - i. Upon the District's determination that the instructional schedule will return to a traditional schedule, members will return to the instructional and bell schedules used in the 2019-2020 school year.
 - ii. The traditional (in-person) instructional schedule shall be conducted with physical distancing and/or health modifications in accordance with the State of California and/or the Los Angeles County Department of Public Health recommendations, orders, and/or regulations, as determined by the Superintendent, or designee.

H. PREPARATION TIME

- a. Transitional Kindergarten (TK)
 - i. TK members shall receive forty-five (45) minutes of preparation time throughout the day on Mondays, Tuesdays, Thursdays and Fridays, and, one hundred and thirty-five (135) minutes of preparation time on Wednesdays. TK members shall use preparation time in accordance with the requirements for elementary school members.
- b. Elementary
 - i. Elementary school teachers shall receive forty-five (45) minutes of preparation time throughout the day on Mondays, Tuesdays, Thursdays and Fridays, and one hundred and thirty-five (135) minutes of preparation time on Wednesdays.
 - ii. Elementary School P.E. teachers shall receive the same preparation time as elementary school teachers working in the 100% distance learning and/or hybrid model.
- c. Middle
 - i. Middle school teachers shall receive thirty-five (35) minutes of preparation time, Monday through Friday, in addition to the teacher's conference period.
- d. High School
 - i. High school teachers shall receive fifty (50) minutes of preparation time, Monday through Friday, in addition to the teacher's conference period.
- e. Preparation Time Miscellaneous
 - i. Preparation time shall be used in accordance with Article 10 of the Agreement.
 - ii. At the discretion of the site administrator, members teaching in the Dual Language Program may utilize additional collaboration time on Wednesdays for discussion and planning for shared students.

I. DISTRICT AND SITE DIRECTED MEETINGS

- a. Wednesdays
 - i. All members, except Educational Specialists and Specialized Related Service Providers, who are required to complete in-person assessments, will work remotely on Wednesdays to allow sites and workplaces to be disinfected and sanitized thoroughly. Site administrators may require members working in resource positions, Teacher Specialists, School Site Specialists, Teachers on Assignment (TOA), to work on-site, as needed. LACDPH protocols are subject to change and the District agrees to adhere to updated protocols.
 - ii. For elementary schools, Wednesdays, between 9:00 a.m. through 11:00 a.m., shall be designated for staff meetings and/or site/District-directed professional learning. Between 11:00 a.m. and 12:00 p.m., members may participate in site-directed teacher collaboration time.

- iii. For middle schools, Wednesdays, between 8:00 a.m. through 9:30 a.m., shall be designated for staff meetings and site-directed professional learning. Between 9:30 a.m. and 10:25 a.m., members may participate in site-directed teacher collaboration time.
- iv. For high schools, Wednesdays, between 8:00 a.m. through 9:30 a.m., shall be designated for staff meetings and site-directed professional learning. Between 9:30 a.m. and 10:40 a.m., members may participate in site-directed teacher collaboration time.
- v. To ensure compliance with SB 98, members shall spend designated time on Wednesdays engaging in Synchronous Distance Learning with students.

J. SPECIAL ASSIGNMENT

a. Classroom Based Members

- i. For the duration of this MOU, classroom based members shall report to their assigned work site fifteen (15) minutes prior to the commencement of instruction. During the fifteen (15) minutes prior to the commencement of instruction, on a daily basis, classroom based members shall assist with the return of students to in-person instruction by opening their classrooms to students to further mitigate interaction between student cohorts. During the fifteen (15) minutes, on a daily basis, classroom based members shall:
 - 1. instruct students according to the District provided socio-emotional curriculum;
 - 2. set goals for learning loss mitigation using District provided resources and materials;
 - 3. provide health and safety training under Child Development and K-12 protocols; and/or
 - 4. instruct students according to the digital citizenship curriculum available on the District's website.

b. Related Service Providers

- i. Members who are Related Service Providers (i.e., Special Education teachers, School Psychologists, APE, Speech and Language Pathologists and Nurses), on a daily basis, shall spend fifteen (15) minutes prior to the commencement of instruction to:
 - 1. review and update student individual DL Services Chart;
 - 2. continue working on Communication/Services Logs; and
 - 3. upload to SEIS updated Distance Learning Services Chart and Communication/Service Logs.

c. Non-Classroom Based Members

- i. Members who are non-classroom based (e.g., TOA, Site Specialists, Resource Teachers, Teacher Specialists, Counselors, "Academic Coaches," Intervention Teachers, Athletic and Activities Directors, etc.), on a daily basis, shall spend fifteen (15)

minutes prior to the commencement of instruction to:

1. assist students with modeling social distancing and health and safety protocols;
 2. set goals for learning loss mitigation using District provided resources and materials;
 3. assist with distribution of PPE;
 4. provide health and safety training under Child Development and K-12 protocols; and/or
 5. participate on the COVID-19 Compliance Teams.
- d. Special Assignment Duties and Pay
- i. Active members who assist on a daily basis with the return of students to in-person instruction, following March 22, 2021, and as set forth in the special assignment duties above, shall receive a three (3%) percent off-schedule payment, retroactive to July 1, 2020. The three (3%) percent off-schedule payment for special assignment duties shall be based on the member's base salary during the 2020-2021 school year and shall not be inclusive of extra pay and/or special assignments (e.g., sixth (6th) period assignments, coaching stipends, etc).

K. MISCELLANEOUS

- a. The Superintendent has the authority to call a mandatory meeting with staff at any time during the contract day with at least one-hour prior notice.
- b. Adjustments to the instructional schedule before and/or after the commencement of the 2020-2021 school year shall be determined by the District.
- c. The parties agree that this MOU satisfies any and all obligations to bargain related impacts of students return to in-person instruction for the remainder of 2020-2021 school year and to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.
- d. Due to the unique challenges of master scheduling during the COVID-19 pandemic, during the Spring 2021 semester, pay for 6th period assignments shall be based on the entirety of the condensed student semester as provided in the student instructional schedules attached as Exhibit A. Members shall receive pay for 6th period assignments in the manner calculated during the 2019-2020 school year. Member pay for 6th period assignments shall not exceed the total amount of compensation the member would have received in a traditional school year. As a result of the foregoing, and for the duration of this MOU, Appendix XII, Section V, of the Agreement shall be suspended and inoperable.
- e. With the exception of Child Development, 11 and 12 month members, this MOU shall remain in effect through June 1, 2021, or upon a determination by the LACDPH that students can return to traditional instruction, whichever is sooner. For those members working in Child Development, the MOU shall remain in effect through June 30, 2021, or

upon a determination by the LACDPH that students can return to traditional instruction, whichever is sooner.

- f. This MOU may be modified by mutual written agreement of the Parties.
- g. This MOU is non-precedential, shall not constitute past practice, and will not bind the Parties in any future action.
- h. Members may notify their site administrator and/or the Association regarding issues or concerns related to the implementation of this MOU. If the issue or concern cannot be resolved informally at a site, upon notice, the Parties agree that the Deputy Superintendent, Human Resources, and APT President shall meet within 2 working days to resolve the issue. If the Deputy Superintendent and APT President are unable to resolve the issue, and/or if the member is dissatisfied with the resolution, the matter will be referred to the Superintendent.
- i. The District and the Association will form an Ad hoc committee of APT members and Administrators to explore a virtual academy for the Fall 2021 school year.

This MOU shall expire as set forth above and unless extended by mutual written agreement.



APT President
3/19/2021

Date


Bargaining Chair
3/19/2021

Date



District Representative
3/19/2021

Date


District Counsel
3/19/2021

Date

CHILD DEVELOPMENT HYBRID SCHEDULES

Full Day Programs

Monday	Tuesday	Wednesday	Thursday	Friday
In-Person 7:30-2:00	In-Person 7:30-2:00	In-Person 7:30-2:00	In-Person 7:30-2:00	In-Person 7:30-2:00
Rest Time 12:00-1:30 Teacher Lunch from 12:00-12:45				
		Faculty Meeting (FM) Once a Month Teachers will receive 1.5 hours for loss of prep for FM.		
Prep 2:00 - 3:30	Prep 2:00 - 3:30	Prep 2:00 - 3:30	Prep 2:00 - 3:30	Prep 2:00 - 3:30

All members will work remotely on Wednesday to allow sites and workplaces to disinfect and sanitize thoroughly (excludes Child Development teachers that work in a full day and Early Head Start Center Based teachers)

Teachers in the Full Day programs will adhere to the LACOE Education Services Distance and Virtual Learning GIM for children who are not attending in-person instruction. The weekly contacts may not be completed during rest time.

Child Development Preschool Hybrid

Cohorts A & B				
Monday	Tuesday	Wednesday	Thursday	Friday
Cohort A In-Person 7:30-10:30	Cohort A In-Person 7:30-10:30	No School Prep -7:30-11:00	Cohort B In-Person 7:30-10:30	Cohort B In-Person 7:30-10:30
Teacher Lunch from 11:00-11:45				
Cohort B DL 11:45-2:45 Prep Time 2:45 – 3:30	Cohort B DL 11:45-2:45 Prep Time 2:45 – 3:30	No School Prep 11:45-12:30 Faculty Meeting Once a Month	Cohort A DL 11:45-2:45 Prep Time 2:45 – 3:30	Cohort A DL 11:45-2:45 Prep Time 2:45 – 3:30

Child Development Early Head Start Center Based Program

Monday	Tuesday	Wednesday	Thursday	Friday
Full Day 7:30 - 3:00	Full Day 7:30 - 3:00	Full Day 7:30 - 3:00 Week of FM 7:30-1:00 pm	Full Day 7:30 - 3:00	Full Day 7:30 - 2:00
Teacher Lunch from 11:00-11:45				
Clean Up 3:00-3:30	Clean Up 3:00-3:30	Clean Up 3:00-3:30	Clean Up 3:00-3:30	Prep Time 2:00-3:30

TK- 6 ELEMENTARY HYBRID MODEL

Monday, Tuesday, Thursday, Friday Schedule

Groups: Cohort A , Cohort B , Cohort C (100% Distance Learners)				
Time	Monday	Tuesday	Thursday	Friday
8:10-10:45am In Person *155 min	Cohort A is present in person	Cohort A is present in person	Cohort B is present in person	Cohort B is present in person
Student Lunch and Dismissal 10:45 - 11:10 Teacher Lunch from 10:50-11:35				
11:35-2:10pm Virtual Cohorts *155 min	Cohort C + B Live on Zoom	Cohort C + B Live on Zoom	Cohort C + A Live on Zoom	Cohort C + A Live on Zoom
2:10-2:55pm 45 min	Teacher Prep	Teacher Prep	Teacher Prep	Teacher Prep

*Asynchronous Time Guidelines (M,T,Th,F)

Grade	Instructional Minutes	Asynchronous Minimums
TK & K	180 Minutes	25 Minutes
Grade 1-3	230 Minutes	75 Minutes
Grade 4-6 (Elem)	240 Minutes	85 Minutes

**Dual Language Programs may adjust the schedule to support the needs of the language program with cabinet approval.

All members will work remotely on Wednesday to allow sites and workplaces to be disinfected and sanitized thoroughly.

Wednesday Schedule

Student		Teacher	
8:00-8:50	Live Interaction with All Cohorts (online)	8:00-8:50am	Live Interaction with All Cohorts (online)
9:00-12:00	Asynchronous Learning with All Cohorts	9:00-12:00	Site/District Professional Learning
12:00-12:30	Lunch	12:00-2:55	Lunch/Teacher Prep Time
12:30-2:55	Asynchronous Learning with All Cohorts		

Asynchronous Time Guidelines (W)

Grade	Instructional Minutes	Asynchronous Minimums
TK & K	180 Minutes	130 Minutes
Grade 1-3	230 Minutes	180 Minutes
Grade 4-6 (Elem)	240 Minutes	190 Minutes

Hybrid K-8 Middle Grades Schedule

Time	Monday	Tuesday	Wednesday	Thursday	Friday
Period 4 8:00 am 9:00 am	Synchronous Learning for All Student Groups Cohort A In Person Cohort B Distance Learning 100% Distance Learning Student	Synchronous Learning for All Student Groups Cohort A In Person Cohort B Distance Learning 100% Distance Learning Student	Teacher Professional Development All Student Groups Asynchronous Learning	Synchronous Learning for All Student Groups Cohort B In Person Cohort A Distance Learning 100% Distance Learning Student	Synchronous Learning for All Student Groups Cohort B In Person Cohort A Distance Learning 100% Distance Learning Student
Period 5 9:10 am 10:10 am					
Period 6 10:20 am 11:30 am					
Lunch 11:30 - 12:00	Student (Grab and Go) and Staff Lunch				
12:00 pm 12:50 pm	Teacher Prep				
Period 4 12:50 pm 1:30 pm	ELD, Intervention, Small Group Instructions	ELD, Intervention, Small Group Instructions	Synchronous Distance Learning for All Student Groups	ELD, Intervention, Small Group Instructions	ELD, Intervention, Small Group Instructions
Period 5 1:35 pm 2:15 pm	ELD, Intervention, Small Group Instructions	ELD, Intervention, Small Group Instructions	Synchronous Distance Learning for All Student Groups	ELD, Intervention, Small Group Instructions	ELD, Intervention, Small Group Instructions
Period 6 2:20 pm 3:00 pm	ELD, Intervention, Small Group Instructions	ELD, Intervention, Small Group Instructions	Synchronous Distance Learning for All Student Groups	ELD, Intervention, Small Group Instructions	ELD, Intervention, Small Group Instructions

Monday, Tuesday, Thursday and Friday all students receive 60 minutes of synchronous learning per period and are required an additional 20 minutes of asynchronous learning per period.

Wednesday students will have 40 minutes per class of asynchronous learning in the am and 40 minutes per class of synchronous learning in the PM.

Afternoon sessions are all distance learning and may be used for ELD, Intervention and/or Supports.

PE / VAPA in person classes may be held outdoors, weather permitting, or in a large space in order to accommodate social distancing guidelines.

PE / VAPA may combine all student groups for non-physical activity based lessons.

PE/ VAPA classes may assign asynchronous assignments for their DL learning students, when in person physical activity lessons take place.

Hybrid Schedule - Middle School

Time	Monday	Tuesday	Wednesday	Thursday	Friday
Period 4 8:00 am 9:00 am	Synchronous Learning for All Student Groups Cohort A In Person Cohort B Distance Learning 100% Distance Learning Student	Synchronous Learning for All Student Groups Cohort A In Person Cohort B Distance Learning 100% Distance Learning Student	Teacher Professional Development All Student Groups Asynchronous Learning	Synchronous Learning for All Student Groups Cohort B In Person Cohort A Distance Learning 100% Distance Learning Student	Synchronous Learning for All Student Groups Cohort B In Person Cohort A Distance Learning 100% Distance Learning Student
Period 5 9:10 am 10:10 am					
Period 6 10:20 am 11:30 am					
Lunch 11:30 - 12:00	Student (Grab and Go) and Staff Lunch				
12:00 pm 12:35 pm	Teacher Prep				
Period 4 12:35 am 1:05 pm	ELD, Intervention, Small Group Instructions	ELD, Intervention, Small Group Instructions	Synchronous Distance Learning for All Student Groups	ELD, Intervention, Small Group Instructions	ELD, Intervention, Small Group Instructions
Period 5 1:10 pm 1:40 pm	ELD, Intervention, Small Group Instructions	ELD, Intervention, Small Group Instructions	Synchronous Distance Learning for All Student Groups	ELD, Intervention, Small Group Instructions	ELD, Intervention, Small Group Instructions
Period 6 1:45 pm 2:15 pm	ELD, Intervention, Small Group Instructions	ELD, Intervention, Small Group Instructions	Synchronous Distance Learning for All Student Groups	ELD, Intervention, Small Group Instructions	ELD, Intervention, Small Group Instructions
<p>Monday, Tuesday, Thursday and Friday all students receive 60 minutes of synchronous learning per period and are required an additional 20 minutes of asynchronous learning per period.</p> <p>Wednesday students will have 50 minutes per class of asynchronous learning in the AM and 30 minutes per class of Synchronous Learning in the PM.</p> <p>Afternoon sessions are all distance learning and may be used for ELD, Intervention and/or Supports.</p>					
<p>PE / VAPA in person classes may be held outdoors, weather permitting, or in a large space in order to accommodate social distancing guidelines.</p> <p>PE / VAPA may combine all student groups for non-physical activity based lessons.</p> <p>PE/ VAPA classes may assign asynchronous assignments for their DL learning students, when in person physical activity lessons take place.</p>					
<p>Monday - Friday students who are scheduled for distance learning may receive their breakfast and lunch at their assigned site.</p>					

Hybrid Schedule High School

Time	Monday	Tuesday	Wednesday	Thursday	Friday
Period 4 8:00 am 9:00 am	Synchronous Learning for All Student Groups Cohort A In Person Cohort B Distance Learning 100% Distance Learning Student	Synchronous Learning for All Student Groups Cohort A In Person Cohort B Distance Learning 100% Distance Learning Student	Teacher Professional Development All Student Groups Asynchronous Learning	Synchronous Learning for All Student Groups Cohort B In Person Cohort A Distance Learning 100% Distance Learning Student	Synchronous Learning for All Student Groups Cohort B In Person Cohort A Distance Learning 100% Distance Learning Student
Period 5 9:10 am 10:10 am					
Period 6 10:20 am 11:30 am					
Lunch 11:30 - 12:00	Student (Grab and Go) and Staff Lunch				
12:00 pm 12:50 pm	Teacher Prep				
Period 4 12:50 pm 1:30 pm	ELD, Intervention, Small Group Instructions	ELD, Intervention, Small Group Instructions	Synchronous Distance Learning for All Student Groups	ELD, Intervention, Small Group Instructions	ELD, Intervention, Small Group Instructions
Period 5 1:35 pm 2:15 pm	ELD, Intervention, Small Group Instructions	ELD, Intervention, Small Group Instructions	Synchronous Distance Learning for All Student Groups	ELD, Intervention, Small Group Instructions	ELD, Intervention, Small Group Instructions
Period 6 2:20 pm 3:00 pm	ELD, Intervention, Small Group Instructions	ELD, Intervention, Small Group Instructions	Synchronous Distance Learning for All Student Groups	ELD, Intervention, Small Group Instructions	ELD, Intervention, Small Group Instructions
<p>Monday, Tuesday, Thursday and Friday all students receive 60 minutes of synchronous learning per period and are required an additional 20 minutes of asynchronous learning per period.</p> <p>Wednesday students will have 40 minutes per class of asynchronous learning in the am and 40 minutes per class of synchronous learning in the PM.</p> <p>Afternoon sessions are all distance learning and may be used for ELD, Intervention and/or Supports.</p>					
<p>PE / VAPA in person classes may be held outdoors, weather permitting, or in a large space in order to accommodate social distancing guidelines.</p> <p>PE / VAPA may combine all student groups for non-physical activity based lessons.</p> <p>PE/ VAPA classes may assign asynchronous assignments for their DL learning students, when in person physical activity lessons take place.</p>					
<p>High School students enrolled in a zero period class will attend the course based on their assigned cohort during the following time: Zero (0) period (7:05 am - 7:50 am). 7th period (3:10 pm - 3:55 pm) courses will remain distance learning for the entire academic year.</p>					
<p>Monday - Friday students who are scheduled for distance learning may receive their breakfast and lunch at their assigned site.</p>					