



**Lake Elsinore Teachers Association**

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**Lake Elsinore Unified School District**

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
LAKE ELSINORE UNIFIED SCHOOL DISTRICT  
AND  
LAKE ELSINORE UNIFIED TEACHERS ASSOCIATION  
REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE 2020-2021 SCHOOL YEAR**

**JULY 22, 2020**

The Lake Elsinore Unified School District (“District”) and the Lake Elsinore Teachers Association (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding issues related to Novel Coronavirus ( COVID-19) and the opening of schools during the 2020-2021 school year.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff and all family members, while also providing equitable access to education for students.

The Parties recognize there is a need to address the learning environment and learning models of schools in the Novel Coronavirus environment. It is the mutual interest of both parties to address the recommendations of public health officials in order to prevent the spread of illness arising from the Novel Coronavirus (COVID-19).

In response to the changing landscape presented by the Novel Coronavirus (COVID-19) outbreak, and as a response to Senate Bill 98 (SB-98), addressing the impact on schools, the Parties recognize that schools are critical to daily life and that collaboration between local public health, education officials and educators is the best means of determining and balancing competing concerns surrounding school closure decision.

**Timeline**

Teachers shall have a teacher preparation day on August 11, 2020, free of any site/district meetings. Teachers may elect to prepare at home or in their classrooms. The 2020/2021 school year shall begin on Wednesday, August 12, 2020 in a District-wide Distance Learning Model. Teachers shall work a one hundred- eighty four (184) day work year. The last day of the 2020/2021 school year will be Monday, June 7, 2021.

Certificated Staff that have a work year that is longer than one hundred and eighty four (184) days shall follow their approved work year calendar for the 2020/2021 school year.

**Bargaining Teams**

For the Association: Lowanna Maxwell, Valinda Nabonne, Sonia Jimenez, Mario Montano, Janet Timm, Rosa Meza, Bunmi Adeleke

For the District: Tracy Sepulveda, Arleen Sanchez, Steve Behar, Julie Edmunds, Richard Peterson

## Learning Models

Three Learning Models have been established for the 2020/2021 school year.

The three models include:

- Phase 1- District-wide Distance Learning Model
- Phase 2 - Hybrid Model
- Phase 3 - Traditional Model

Per Education Code § 43501 and amended by SB-98, at a minimum all models will adhere to the following daily instructional minutes: Grades TK and K- 180 minutes, Grades 1-3 -- 230 minutes, Grades 4-8- 240 minutes, Grades 9-12 – 240 minutes. All Students will be provided one hundred eighty (180) days of instruction (100% Virtual Distance Learning and/or Traditional) during the 2020-2021 school year.

### 100% Virtual Instruction Model and District-wide Distance Learning Model TK – 12 Grade

- 100% Virtual Instruction Model is a long-term educational setting taught by pre-assigned teachers. Parents/Guardians voluntarily signed their child up for this model. This model will not be subject to instructional transitions (Phase Two or Phase Three)
- District-wide Distance Learning Model is a short-term educational setting that is only in place while all students in the school district are required to learn from home.
- LEUSD will provide and support Canvas for the 100% Virtual Instruction Model Teachers and District-wide Distance Learning Model Teachers.

SB 98 defines “distance learning ‘as’ instruction in which the pupil and instructor are in different locations and pupils are under the general supervision of a certificated employee of the local educational agency.” (Ed Code § 43500) Based on the health and safety standards in Riverside County, LEUSD will start the 2020/2021 school year in a distance learning model for all teachers, and may be subject to intermittent distance learning based on these standards. The 100% Virtual Instruction Model is not subject to these intermittent school closures or health orders.

- All students shall receive daily live interaction with certificated employees and peers for the purposes of instruction, progress monitoring, and maintaining school connectedness.
- Teachers will provide content that is aligned to grade level standards and maintain quality and intellectual challenge equivalent to in-classroom instruction.
- Teachers shall deliver online instruction remotely via Teams or Zoom meetings to provide daily live interaction with students, including student interactions with classmates
- For the purposes of asynchronous instruction, these sessions shall be recorded and made available to students.
- During Phase One of reopening and any school closures that necessitate District-Wide Distance Learning, classroom space will be available if teachers choose to utilize it, for District-wide Distance Learning model teachers for the purposes of providing daily, synchronous online interaction with all of their students. Teachers will not be required to be present at the school sites to deliver these sessions.

#### Bargaining Teams

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- If teachers elect to provide instruction from their classrooms, all health and safety guidelines must be followed, such as social distancing, no congregating, face masks will be required when in common areas on the site, frequent hand washing, and completing the health screening acknowledgment daily.
  - Use of classroom facilities are not available to teachers teaching in the 100% Virtual Instruction Model.
  - Classrooms may be unavailable during intermittent school closures based on health orders.
- Supports for students performing below grade level, English Learners, Students with disabilities, foster youth and homeless youth shall be provided
- 100% Virtual Instruction Model Teachers and District-wide Distance Learning Model teachers are responsible for reporting student attendance by documenting daily participation for each pupil on each school day, in whole or in part, for which distance learning is provided in Infinite Campus. Students not engaged in daily participation must be marked absent.
  - Daily Participation is defined to include:
    - 1.) Evidence of participation in online activities (including completing assignments and assessments) or
    - 2.) Direct contact between the teacher and the pupil through direct live instruction.
- On the last day of each week, teachers will report to site administration students who are absent for more than 60% of the school week.
- 100% Virtual Instruction Model Teachers and District-wide Distance Learning Model Teachers shall publish and communicate daily office hours and communicate those hours to all students and parents.
- Administrators shall have access to virtual classrooms in Canvas which will contain links to Teams or Zoom meetings for the purpose of observing daily live instruction.
- Virtual Instruction Model Teachers and District-wide Distance Learning Model Teachers shall maintain Direct Instruction and “Live” Attendance Sessions, Documented Intervention, Documented Outreach and asynchronous Attendance.
- During the 2020/2021 school year, the Online Grade Book/Parent Portal MOU shall be held in abeyance as all grades will maintained in Canvas.

**Elementary Sample Schedule:**

See Attachment - A

**Middle School Sample Schedules:**

Regular Day - Attachment B

Early Release –Attachment C

**High School Sample Schedule**

Regular Day- “ “ D

Late Start - “ “ E

**100% Virtual Instruction Model Teachers**

Assignment of Teachers for the 100% Virtual Instruction Model for first semester or longer shall be determined as follows:

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- Priority will be given to any teacher/ certificated staff who is “at an increased risk of severe illness” due to COVID-19 identified by the CDC.
- Certificated staff in this category shall teach remotely off campus.
- Certificated staff in this category shall provide Verification to Personnel Support Services.
- Certificated staff teaching in the 100% Virtual Instruction model, shall work remotely not on site.
- Certificated staff, seeking a 100% Virtual Instruction model assignment shall be considered a temporary assignment and shall return to their previous site, assignment and classroom at a natural break in the instructional year and upon receiving verification that it is safe for them to return to a traditional setting.
- If additional positions are available for the 100% Virtual Instruction Model, the Parties agree to follow **Article 6.2- Vacancy and Opening Announcement, 6.3- Voluntary Transfers, and 6.4- Involuntary Transfers** to complete the staffing for the 100% Virtual Instruction Model.
- All other parts of the Collective Bargaining Agreement shall apply.

### **Professional Development**

The District will continue to offer professional development opportunities posted on SCHED and Microcredentials for all certificated staff.

SCHED Sessions emphasizing virtual/online instructional strategies and techniques and labeled as district supported shall be paid at the certificated extra duty rate. Certificated staff shall be able to earn extra duty up to \$500.00 during first semester.

In order to prepare all certificated staff to provide distance learning and/or virtual instruction for any portion of the 2020/2021 school year, certificated staff attending district trainings shall receive extra duty pay effective as follows:

- 100% Virtual Instruction Model Teachers Training beginning July 20, 2020 and beyond.
- Distance Learning Model Teachers Training beginning July 27, 2020 and beyond.

Any Certificated Staff that participated in optional SCHED sessions over the summer prior to the dates indicated above shall receive a stipend in the amount of \$250.00

Microcredentials will continue to be available at the convenience of the certificated staff member and will be paid up to the amount of \$500.00 for the 2020/2021 school year.

### **Agree to Meet and Negotiate**

In the event the State of California alters requirements for schools in response to COVID-19, the parties agree within ten (10) calendar days, unless otherwise mutually agreed upon, to negotiate the impacts and effects related to the COVID-19 pandemic as needed.

To be included in negotiations when it is determined safe to transition to Phase II or Phase III, is the insertion of a Teacher Workday in the 2020/2021 school year calendar, prior to students returning to sites. June 4, 2021 shall become a student day, in order to have a day available and designated as a teacher workday as determined. June

#### **Bargaining Teams**

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7, 2021 shall remain a Teacher Workday.

All components of the current Collective Bargaining Agreement between LETA and the Lake Elsinore Unified School District not addressed by the terms of this agreement shall remain in full effect. This agreement is non-precedent setting.

The parties understand the Novel Coronavirus (COVID- 19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, negotiate any additional impacts in the 2020/2021 school year as necessary to ensure safety for all staff and students.

**Term of Agreement**

This MOU shall expire in full without precedent on June 30, 2021, unless extended by mutual written agreement of the Parties.

**FOR THE ASSOCIATION:**

*Bill Cunniff* 7/27/2020

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**FOR THE DISTRICT:**

*Tracy Sepulveda* 7/27/2020

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## Attachment A

SAMPLE

# Elementary Learning (45 minute sessions)

|                |   |  |
|----------------|---|--|
| <b>8:00am</b>  | Instructional Lesson #1                       | The first teacher-led live lesson. This could be a calendar review in younger grades, or a similar spiral review each day. Roll is taken at the end of each period, which also allows for a short break. |
| <b>8:48am</b>  | Instructional Lesson #2                       | Elementary teachers then begin direct instruction in new material. Most likely a double block ELA in the morning, starting with writing.   |
| <b>9:36am</b>  | Instructional Lesson #3                       | English language block continues into reading and comprehension instruction. Strategies such as literature circles in upper elementary, book chats, and direct instruction or shared reading.            |
| <b>10:24am</b> | Instructional Lesson #4                       | Math instructional block   |
| <b>11:12am</b> | Documented Intervention                       | SB 98 calls for Pg. 6 *Academic and other supports designed to address the needs of pupils who are performing below grade level (AALRR, 2020)  |
| <b>11:54am</b> | Lunch!  | <b>LEUSD Lunch Information</b>   |
| <b>12:24pm</b> | Instructional Lesson #4                       | Teacher determined rotational block, social science/science, project-based instruction, etc...   |
| <b>1:12pm</b>  | Documented Outreach & Asynchronous Attendance | Students can continue to work independently on Canvas courseware. SB 98 allows this work to qualify for attendance credit.   |
| <b>1:42pm</b>  | End Of Teacher Day                            | Students can continue to work independently on Canvas course ware. SB 98 allows this work to qualify for attendance credit.  |

## Attachment B

SAMPLE

# Middle School Learning (45 minute sessions)

|         |                            |  |
|---------|----------------------------|--|
| 8:00am  | Instructional Lesson #1    | <p>Teachers teach their typical 5 period day, albeit reduced to allow time for attendance, independent work, and intervention/outreach at the end of each period.</p> <p>Current master schedules are followed to prevent direct instruction overlap for students. Attendance is taken each period, both for in-person attendance and evidence of student work in Canvas. Outreach is incorporated in each period.</p> |
| 8:58am  | Instructional Lesson #2    | <p>Second Period of Instruction (may vary on conference period)</p> <p>Current master schedules are followed to prevent direct instruction overlap for students. Attendance is taken each period, both for in-person attendance and evidence of student work in Canvas.</p>  |
| 9:56am  | Instructional Lesson #3    | <p>Third Period of Instruction (may vary on conference period)</p> <p>Current master schedules are followed to prevent direct instruction overlap for students. Attendance is taken each period, both for in-person attendance and evidence of student work in Canvas.</p>   |
| 10:54am | Instructional Lesson #4    | <p>Fourth Period of Instruction (may vary on conference period)</p> <p>Current master schedules are followed to prevent direct instruction overlap for students. Attendance is taken each period, both for in-person attendance and evidence of student work in Canvas.</p>  |
| 11:52pm | Lunch!                     | <b>LEUSD Lunch Information</b>   |
| 12:22pm | Instructional Lesson #5    | <p>Fifth Period of Instruction (may vary on conference period)</p> <p>Current master schedules are followed to prevent direct instruction overlap for students. Attendance is taken each period, both for in-person attendance and evidence of student work in Canvas.</p>   |
| 1:20pm  | Conference/<br>Prep Period | <p>For the purposes of creating, modifying, and uploading content aligned to grade level standards that provided at a level of quality equivalent to in-person instruction.</p>  |
| 2:18pm  | End Of<br>Teacher Day      | <p>Students can continue to work independently on Canvas course ware. SB 98 allows this work to qualify for attendance credit.</p>   |



## Attachment C

# Middle School Learning (Modified Day)

|                |                            |   |
|----------------|----------------------------|---|
| <b>8:00am</b>  | Instructional Lesson #1    | Teachers teach their typical 5 period day, albeit reduced to allow time for attendance, independent work, and intervention/outreach at the end of each period.<br>Current master schedules are followed to prevent direct instruction overlap for students. Attendance is taken each period, both for in-person attendance and evidence of student work in Canvas. Outreach is incorporated in each period. |
| <b>8:48am</b>  | Instructional Lesson #2    | Second Period of Instruction (may vary on conference period)<br>Current master schedules are followed to prevent direct instruction overlap for students. Attendance is taken each period, both for in-person attendance and evidence of student work in Canvas.  |
| <b>9:36am</b>  | Instructional Lesson #3    | Third Period of Instruction (may vary on conference period)<br>Current master schedules are followed to prevent direct instruction overlap for students. Attendance is taken each period, both for in-person attendance and evidence of student work in Canvas.   |
| <b>10:24am</b> | Instructional Lesson #4    | Fourth Period of Instruction (may vary on conference period)<br>Current master schedules are followed to prevent direct instruction overlap for students. Attendance is taken each period, both for in-person attendance and evidence of student work in Canvas.  |
| <b>11:12pm</b> | Lunch!                     | <b>LEUSD Lunch Information</b>  |
| <b>11:42pm</b> | Instructional Lesson #5    | Fifth Period of Instruction (may vary on conference period)<br>Current master schedules are followed to prevent direct instruction overlap for students. Attendance is taken each period, both for in-person attendance and evidence of student work in Canvas.   |
| <b>12:30pm</b> | Conference/<br>Prep Period | For the purposes of creating, modifying, and uploading content aligned to grade level standards that provided at a level of quality equivalent to in-person instruction.  |
| <b>1:18pm</b>  | End Of<br>Teacher Day      | Students can continue to work independently on Canvas course ware. SB 98 allows this work to qualify for attendance credit.   |



## Attachment D

SAMPLE

# High School Learning (45 minute sessions)

|         |                            |  |
|---------|----------------------------|--|
| 8:00am  | Instructional Lesson #1    | <p>Teachers teach their typical 5 period day, albeit reduced to allow time for attendance, independent work, and intervention/outreach at the end of each period.</p> <p>Current master schedules are followed to prevent direct instruction overlap for students. Attendance is taken each period, both for in-person attendance and evidence of student work in Canvas. Outreach is incorporated in each period.</p> |
| 9:05am  | Instructional Lesson #2    | <p>Second Period of Instruction (may vary on conference period)</p> <p>Current master schedules are followed to prevent direct instruction overlap for students. Attendance is taken each period, both for in-person attendance and evidence of student work in Canvas.</p>  |
| 10:10am | Instructional Lesson #3    | <p>Third Period of Instruction (may vary on conference period)</p> <p>Current master schedules are followed to prevent direct instruction overlap for students. Attendance is taken each period, both for in-person attendance and evidence of student work in Canvas.</p>   |
| 11:15am | Instructional Lesson #4    | <p>Fourth Period of Instruction (may vary on conference period)</p> <p>Current master schedules are followed to prevent direct instruction overlap for students. Attendance is taken each period, both for in-person attendance and evidence of student work in Canvas.</p>  |
| 12:20pm | Lunch!                     | <b>LEUSD Lunch Information</b>   |
| 12:50pm | Instructional Lesson #5    | <p>Fifth Period of Instruction (may vary on conference period)</p> <p>Current master schedules are followed to prevent direct instruction overlap for students. Attendance is taken each period, both for in-person attendance and evidence of student work in Canvas.</p>   |
| 1:55pm  | Conference/<br>Prep Period | <p>For the purposes of creating, modifying, and uploading content aligned to grade level standards that provided at a level of quality equivalent to in-person instruction.</p>  |
| 3:00pm  | End Of<br>Teacher Day      | <p>Students can continue to work independently on Canvas course ware. SB 98 allows this work to qualify for attendance credit.</p>   |

## Attachment E

SAMPLE

# High School Learning (Modified Day)

|         |                            |  |
|---------|----------------------------|--|
| 8:54am  | Instructional Lesson #1    | <p>Teachers teach their typical 5 period day, albeit reduced to allow time for attendance, independent work, and intervention/outreach at the end of each period.</p> <p>Current master schedules are followed to prevent direct instruction overlap for students. Attendance is taken each period, both for in-person attendance and evidence of student work in Canvas. Outreach is incorporated in each period.</p> |
| 9:50am  | Instructional Lesson #2    | <p>Second Period of Instruction (may vary on conference period)</p> <p>Current master schedules are followed to prevent direct instruction overlap for students. Attendance is taken each period, both for in-person attendance and evidence of student work in Canvas.</p>  |
| 10:46am | Instructional Lesson #3    | <p>Third Period of Instruction (may vary on conference period)</p> <p>Current master schedules are followed to prevent direct instruction overlap for students. Attendance is taken each period, both for in-person attendance and evidence of student work in Canvas.</p>   |
| 11:42am | Instructional Lesson #4    | <p>Fourth Period of Instruction (may vary on conference period)</p> <p>Current master schedules are followed to prevent direct instruction overlap for students. Attendance is taken each period, both for in-person attendance and evidence of student work in Canvas.</p>  |
| 12:38pm | Lunch!                     | <b>LEUSD Lunch Information</b>   |
| 1:08pm  | Instructional Lesson #5    | <p>Fifth Period of Instruction (may vary on conference period)</p> <p>Current master schedules are followed to prevent direct instruction overlap for students. Attendance is taken each period, both for in-person attendance and evidence of student work in Canvas.</p>   |
| 2:04pm  | Conference/<br>Prep Period | <p>For the purposes of creating, modifying, and uploading content aligned to grade level standards that provided at a level of quality equivalent to in-person instruction.</p>  |
| 3:00pm  | End Of<br>Teacher Day      | <p>Students can continue to work independently on Canvas course ware. SB 98 allows this work to qualify for attendance credit.</p>   |