



Lake Elsinore Teachers Association

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Lake Elsinore Unified School District

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December 14, 2020

**MEMORANDUM OF UNDERSTANDING BETWEEN
LAKE ELSINORE UNIFIED SCHOOL DISTRICT
AND
LAKE ELSINORE UNIFIED TEACHERS ASSOCIATION
TRANSITIONING TO PHASE II INSTRUCTIONAL MODEL DURING COVID-19, 2020-2021 SCHOOL YEAR**

The Lake Elsinore Unified School District (“District”) and the Lake Elsinore Teachers Association (“Association”) jointly known as the Parties (“Parties”) enter this Memorandum of Understanding (“MOU”) regarding issues related to Novel Coronavirus (COVID-19) and the transition to Phase II Instructional Model – Cohort or Hybrid Schedules

Timeline

The Parties agreed to open the 2020/2021 school year in Phase I- A Districtwide Distance Learning Model. As the County of Riverside continues to work on the county data and work towards returning to the Red Tier or better on the County Status Tiers of the Blueprint for a Safer Economy, the Parties agree to implementing Phase II – Hybrid/ Cohort Model for face-to-face instruction. The target date to begin implementing the schedules for Elementary Cohorts and Secondary Hybrid shall be determined by the Governing Board. The start date is subject to being amended based on the continued monitoring of our county's status. All staff shall be advised prior to December 18, 2020 regarding remaining on Distance Learning to start second semester or transition to Phase II Cohort/Hybrid schedules.

Learning Models

The three learning models agreed upon for the 2020/2021 School year are:

- Phase I- Districtwide Distance Learning Model
- Phase II- Cohort/ Hybrid Model
- Phase III- 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.

Staff Meetings/ PLC meetings shall continue to be held virtually for the remainder of the 2020/2021 school year. In addition, all parent meetings, including but not limited to IEP, 504, SST meetings unless all parties agree to an in person meeting.

The Parties agree to continue the Amended Evaluation Process for Probationary I, II, Interns and Emergency Permitted Certificated Staff Due to Covid-19 School Closures and Distance Learning into Phase II MOU, dated September 21, 2020 for second semester of the 2020/2021 school year. Evaluations of Permanent Tenured Certificated Staff will resume in the 2021/2022 school year.

Bargaining Teams

For the Association: Janet Timm (Chair) Lowanna Maxwell, Valinda Nabonne, Sonia Jimenez, Mario Montano, Christy Hetland, Olubunmi Adeleke, Dence Selman

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

All Teachers shall take attendance for all rostered students on every instructional day regardless of the cohort/hybrid rotation. During the 2020/2021 school year, the Online Grade Book/Parent Portal MOU shall be held in abeyance as all grades will be maintained in Infinite Campus.

Vacancies Due to Recent Retirements (See Joint Communiqué August 5, 2020) shall continue to be filled internally at sites. Vacant positions shall be flown according to **Article 6.2 Vacancy and Opening Announcement, 6.3 Voluntary Transfers and 6.4 Involuntary Transfers** as staffing/ assignments develop for the 2021/2022 school year.

Phase II- Cohort/ Hybrid Model

Phase II shall provide students with some face to face on site instruction in a modified day schedule. All students will continue to receive required grade level instructional minutes through a combination of in person instruction, synchronous and asynchronous instruction. Each level, elementary, middle, and high school schedules are unique to their level. The schedules are as follows:

Elementary School Cohort Schedule- See Attachment A

Middle School Hybrid Schedule- See Attachment B

High School Hybrid Schedule- See Attachment C

Certificated staff involuntarily or voluntarily reassigned during 2020/2021 school year shall be considered a temporary assignment and shall return to their previous site, assignment and classroom/office once social distancing restrictions have been relaxed.

Site Supervision at the elementary level shall consist of teachers meeting/picking up their students on time and walking students out at the end of each cohort session. If the need arises for additional supervision, the parties agree to reconvene and negotiate a duty schedule for elementary and K-8 schools.

During the Hybrid Model distance learning portions of the workday may be taught from home.

During any collaboration time included in a Cohort or Hybrid Schedule, teachers need to be vigilant and avoid congregating, maintain a minimum of 6 ft social distancing between colleagues and wear face coverings.

Certificated Support Staff

The goal of all certificated Support Staff will be to maintain the health and safety of all students and staff while continuing to provide support services and limit contacts on sites.

Services will be provided in person when safe and will also continue remotely during Phase II

- **Counselors**
 - Counseling services may be provided in person and/ or remotely via zoom
 - Counseling sessions shall be scheduled by appointments
 - Parent contacts/ meetings shall continue to be held remotely during Phase II

- **Speech Language Pathologists**
 - SLP services shall be provided in person and remotely based on student need
 - SLP's assigned to more than one site shall report to only one site a day
 - Assessment will continue to be administered virtually dependent on Prior Written Notice (PWN)

- **Mental Health Counselors**

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- Individuals and Group Counseling shall be provided via zoom to maintain social distancing.
- Upon return of Alternative Education Classes, Mental Health Counselors shall limit supporting one site per day to limit exposures.
- Student Behavioral Crisis responses will be limited during Phase II, to lessen exposures site to site.
- **SEL Support Providers**
 - During Phase II, SELSP shall continue to meet the needs in classrooms via remote support
 - Teaching Social Emotional Skills individually, small group and larger groups has been enhanced during Distance Learning and is recommended to continue in a remote format.
- **Behavior Intervention Specialists**
 - Individual and Group supports will continue via zoom to maintain social distancing.
 - Upon return of Alternative Education Classes, BIS personnel shall return to the site to support student needs.
 - Students outside of Alternative Education receiving services will remain via Zoom to avoid exposure
 - BIS shall only support one Alternative Education site per day.
- **Psychologists**
 - Each psychologist may be assigned up to two sites during Phase II however will only report to one site a day.
 - Based on student need, services may be provided in person or remotely.
 - Counseling services provided by a psychologist as outlined in an IEP shall continue to be provided remotely via zoom.
 - Assessment will continue to be administered virtually dependent on Prior Written Notice (PWN)
- **Adaptive Physical Education Teachers**
 - APE Services shall continue to be delivered remotely
 - APE teachers shall continue to participate in IEP's virtually
 - Assessments will continue to be administered virtually dependent on Prior Written Notice (PWN)
- **Resource Specialists**
 - Elementary RSP Services shall be provided remotely via zoom during Phase II
 - Secondary RSP teachers shall provide services in person and remotely via zoom during Phase II

Support Staff shall adhere to all Safety Protocols outlined below and will continue to utilize appropriate PPE. If at any time, additional PPE is requested, PPE shall be made available.

100% Distance Learning Teachers

Those students/ parents electing to have their students remain in a Phase I- Distance Learning Model and not transition to a Phase II Hybrid/ Cohort Learning Model, will be able to continue with the current learning model. The parties agree to work towards limiting disruptions and try to keep students/ staff at their current sites while continuing with Distance Learning

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% Distance Learning Instruction Model is not subject to these intermittent school closures or health orders.

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- 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 instruction.
- Teachers shall deliver online instruction remotely via Teams or Zoom meetings to provide daily live interaction with students, including student interactions with classmates
- These sessions shall be recorded and made available to students.
- During Phase II of reopening and any school closures that necessitate District-Wide Distance Learning, classroom space will be available for teachers teaching in the Elementary Cohort Model.
- Teachers continuing to teach 100% Distance Learning in Phase II, may need to work remotely due to classroom availability at each site.
- Distance Learning Model Teachers shall document participation, 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.

Assignment of Teachers to continue with the 100% Distance Learning Model shall be determined as follows:

- 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 (Center for Disease Control).
- Certificated staff in this category shall provide medical verification to Personnel Support Services.
- 100% Distance Learning Teachers in Phase II may need to work remotely due to classroom availability at each site. Certificated staff in this category may choose to work from home regardless of classroom availability. For unit members with limited home internet accessibility, the District will make every effort to provide a suitable workspace.
- Teachers and Support Staff deemed vulnerable shall work remotely once additional staff and students return to the sites in Phase II
- Teachers will provide content that is aligned to grade level standards and maintain quality instruction.
- Teachers shall deliver online instruction remotely via Teams or Zoom meetings to provide daily live interaction with students, including student interactions with classmates
- Certificated staff, displaced and/or reassigned shall be considered a temporary assignment and shall return to their previous site, assignment, and classroom/office once Social Distancing restrictions have been relaxed.
- If additional positions are available for the 100% Distance Learning Model, the Parties agree to follow **Article 6.5 Voluntary Reassignment and Article 6.6 Involuntary Reassignment.**
- All other parts of the Collective Bargaining Agreement shall apply.

Professional Development

All aspects of Professional Development contained in the July 22, 2020 School Opening MOU shall apply for the remainder of the 2020/2021 school year.

Safety Protocol

- Temperature checks will be taken prior to student/parent /guardian or caregiver entering the designated instruction area by a district employee trained to perform this duty.
- Face masks or face shield with face mask shall be required to be worn by the instructor, support staff, and all students apart from documented medical exemption
- All staff in the classroom will maintain a 6ft distance from one another, this includes lunch and break times, unless a medical or safety emergency arises with a student that requires more than one adult’s physical response
- To the extent possible, staff and student shall maintain no less than 6 feet between the staff and the student

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- All staff and students involved within the classroom shall practice and require proper use of hand hygiene and alcohol-based hand sanitizer and/or soap and water
- All unit members will be provided with District approved, EPA and CDC compliant, cleaning, and disinfectant materials for optional use at their discretion
- Classrooms shall be thoroughly cleaned and disinfected at the end of each cohort/day in preparation for the next cohort/day by site custodial staff per operational plan
- Only personnel necessary for instruction shall be allowed in the classroom, as instructional leaders administrators are considered necessary for the instructional program
- Student and Staff seating shall be spread out to ensure a 6ft distance within the classroom to ensure recommended social distance guidelines
- The District shall create a monthly schedule in order to replace all air filters with highly efficient filters.
- The air intake shall be turned on a minimum of one hour prior to staff reporting to their work site/ office to increase circulation prior to the workday. The district shall set the air exchanges to run continually throughout the day.

Agree to Meet and Negotiate

In the event the State of California alters requirements for schools in response to COVID-19, such as relieving districts of social distancing requirements, 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.

In addition, if situations arise that are not reflected in this MOU, the parties agree to reconvene within five (5) calendar days to negotiate.

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:

FOR THE DISTRICT:

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