

**MEMORANDUM OF UNDERSTANDING BETWEEN
COMPTON UNIFIED SCHOOL DISTRICT AND
COMPTON EDUCATION ASSOCIATION
2020-2021 REOPENING OF SCHOOLS IN COVID-19**

Agreed upon language by the parties is in **green font**.

Black font is original language proposed by the District and ***black font that is bolded and italicized is the District's September 24, 2020 proposal.***

September 24, 2020

The Compton Unified School District (District) and the Compton Education Association (CEA) enter this Memorandum of Understanding (MOU) regarding ***the District providing small cohort in-person instruction for "acute" needs students, including, EL students, Special Education students, and preschool students ("Small Cohort In-Person Instruction")*** ~~the reopening of schools~~ for the 2020-2021 school year.

The District and CEA agree to the following:

- I. Shared Interests:** This MOU is based on the following shared interests of the parties:
 - a.** Protecting the safety of all students and staff.
 - b.** Ensuring the District is providing equitable access to educational resources, technology, academic support and intervention, and services for all students and families.
 - c.** Ensuring flexibility in the instructional schedule to allow for adjustments in the delivery of instruction to students based on mandates or recommendations from governmental entities.
 - d.** Providing the highest quality instruction and educational services with the District and CEA remaining dedicated to the District's core mission of education.
 - e.** Providing as much consistency as possible in the instructional schedules, regardless of the degree to which education/instruction and learning occur remotely or in person.
 - f.** Establishing and communicating expectations of teachers, students, parents/guardians, and the District community.
 - g.** Providing clarity and direction about how teaching and learning will be accomplished if and/or when students are **not** designated to be in physical attendance on a school day.
 - h.** The parties share a mutual desire and intent to return to a pre-COVID-19 traditional instructional schedule as soon as it is feasible and safe to do so.

- II.** This MOU addresses the matter of the instructional schedule for ***Small Cohort In-Person Instruction*** ~~the District~~ during the 2020-2021 school year, bargaining unit employee expectations, and hygiene and health screening expectations.
 - a.** The parties acknowledge that more issues, known and unknown at this time, remain to be addressed regarding the safety of students and staff as schools reopen.

- b. The District will comply with all safety and health legal requirements imposed by LACPHD and/or CDPH relating specifically to school districts and/or the reopening of schools.
- c. The instructional scenarios set forth in this MOU are meant to be adaptable and flexible in accordance with the District's determination of the guidelines from the State of California and/or the County of Los Angeles as well as for the needs of students and staff.
- d. Adjustments to the instructional schedule before and/or after the commencement of the 2020-2021 school year shall be determined by the District in accordance with the terms of this MOU.

III. Instructional Year

The first day of instruction was on Thursday, August 20, 2020. The District may, ~~in its sole discretion and~~ after providing CEA with an opportunity to provide input, adjust the last day of student instruction and/or the work year for bargaining unit employees to maintain compliance with the California Education Code and/or mandates from the California Department of Education, the State of California, County of Los Angeles, or any other applicable governmental entity/officer as well as to protect and preserve the safety of its students and staff.

IV. Instructional Schedules

This section outlines the logistics and expectations for the identified instructional models that the District may implement for the 2020-2021 school year. The parties understand that there other instructional models may be developed by the District and implemented in order to respond to the current pandemic relating to COVID-19.

a. General Provisions Relating To Instructional Models

- i. All bargaining unit employees who are responsible for issuing grades will adhere to the District calendar for publishing progress grade reports and grade submissions for the 2020-2021 school year. If there is need to adjust those calendars, the District shall make the changes and provide notice to CEA and then publish updates to the bargaining unit employees.
- ii. All bargaining unit employees who are responsible for issuing grades will, in accordance with the District created grade submission calendar, use AERIES to report student progress and grades. Bargaining unit employees must submit official grades through the AERIES Student Information System (SIS).
- iii. The District is required to provide at least 180 days of instruction through a combination of in-person and distance learning. Irrespective of whether students are physically attending school by reporting to a campus or District site or who are not physically on campus, i.e. those students receiving instruction via distance learning, bargaining unit employees will be responsible for tracking student attendance using AERIES.
- iv. The District and CEA recognize that students may need flexibility to change from traditional to distance learning and/or hybrid instruction and vice versa.
- v. The District will provide the technological infrastructure and the requisite support, to bargaining unit employees to implement and deliver remote learning

to students in either the Distance Learning or Hybrid models. The District will make resources available to assist bargaining unit employees should they require additional technological training or assistance in managing the Distance Learning platform. Bargaining unit employees may request such assistance/support by contacting their site administrator(s) and/or the Educational Services Division.

- vi. Bargaining unit employees will take daily attendance for all students irrespective of the instructional model that is in effect at that time.
- vii. Bargaining unit employees will provide effective and meaningful instruction and feedback to students in all models of instruction.
- viii. Bargaining unit employees will maintain equitable and fair feedback and grading practices to support student progress and growth.
- ix. Bargaining unit employees will ensure that English learners continue to receive Designated ELD as part of their educational curriculum during any instructional model identified in this MOU. Designated ELD must occur as stipulated in the District's English Learner Master Plan in small groups, via synchronous learning, and/or within the traditional classroom setting.
- x. ~~Back to School Night, With respect to Small Cohort In-Person Instruction and until such time as a larger population of students return for in-person instruction whether full-time or via a hybrid model, Parent conferences (exclusive of IEP and/or 504 meetings), and other parent/guardian engagement activities will be held virtually, unless otherwise determined by the Superintendent or Superintendent's designee. The Superintendent or Superintendent's designee, after providing an opportunity for CEA to provide input, will determine and publish the parameters for conducting Back to School Night, parent conferences, and other parent/guardian engagement activities.~~
- xi. To support the continuity of educational services for students and assist bargaining unit employees, the online or other platform(s) utilized during the term of this MOU will be set up for the applicable site administrator(s), Executive Director of Educational Services, Senior Director of Educational Services-Secondary, Senior Director of Educational Technology, Director of Educational Services (Elementary and English Learners, Administrator of Educational Services to have full access to all platforms on which students receive instruction/are engaged with the bargaining unit employee. This access includes, but is not limited to lesson plans and Distance Learning class periods with students. In addition to those positions, the site administrator(s) may delegate their full access to the school secretary or clerk (when a bargaining unit employee for the purposes of ensuring assignments are provided and/or providing access to the substitute teacher or the employee who will be providing instruction on those days). Except for the positions identified above, Education Services Division will have the access defined above with the permission of the bargaining unit employee.
- xii. Unit members whose job responsibilities include conducting home visits, *e.g. Home Hospital through Open Doors*, will do so in accordance with the guidelines issued by the LACPHD.

- xiii. The District will provide guidance to parents and students regarding the expectation of students' conduct while receiving instruction via a Distance Learning platform.

~~b. Hybrid Instruction~~ *Small Cohort In-Person Instruction*

Consistent with the guidance from the state of California and LACPHD, effective October 5, 2020, the District will resume in-person instruction five-days per week for preschool students, English Language Learners, students in the District's Special Education program (receiving Special Education services from the District) and any other "acute" high needs students as determined by the District. In the event the District determines to resume in-person instruction for other high needs students, it will provide notice to CEA and the impacted bargaining unit employees of its decision. Class sizes and the creation of cohorts will be done consistent with guidance from the state of California and LACPHD.

- i. For the purposes of this MOU, *Small Cohort In-Person Instruction* ~~hybrid instruction~~ shall refer to the instruction of students through blending Distance Learning and in-person student attendance on campus.
- ii. When using the *Small Cohort In-Person Instruction* ~~Hybrid Instruction~~ model, the District may approve students to receive instruction via a Distance Learning platform if the student is medically fragile, they would be put at risk by in-person instruction, or they are self-quarantining because of concern or exposure to COVID-19.
- iii. Bargaining unit employee's class size averages will be maintained at the contractual limit with the implementation of *Small Cohort In-Person Instruction* ~~hybrid learning~~. Each bargaining unit employee's class size average may include students who report physically to their classes on assigned days and students who remain on a distance learning schedule.
- iv. ~~In an effort to address physical distancing and other safety protocols in response to the COVID-19 pandemic, each school shall be divided into groups of roughly equivalent numbers consistent with guidance from the state of California and LACPHD. Groups will physically attend school on alternating days. Student groups may be staggered (ex. Groups "A1" and "A2") with different start/end times, passing periods, and lunchtime according to a schedule established by the District. Some teachers may be scheduled to teach between groups, when necessary.~~
- v. *The District will comply with LACPHD requirements relating to physical distancing of individuals in a classroom and arrangement of furniture, which as of September 24, 2020, is 6-feet of distancing.*
- v. Mondays will be designated for professional development, District-wide and site staff meetings, department meetings, collaboration meetings, and/or preparation time as determined by the District. In addition, Mondays will have designated time for student check-ins and instructional support through virtual office hours or virtual instruction. During days of non-physical attendance, students will continue to engage in distance learning through Google Classroom or other District approved online platforms. Students will receive instruction and assignment from their teachers and will be expected to complete instructional assignments during non-physical attendance days and *may* be

required to attend synchronous virtual sessions during non-physical attendance days.

- vi. The District and CEA recognize that students may need flexibility to change from hybrid to distance learning and vice versa.
- vii. Athletics and performing arts programs may begin after school practice and rehearsal following sixth period in accordance with the safety and health of the State, County of Los Angeles, CIF and provisions of the District.
- viii. The time designated for Monday virtual check-ins/instruction may also be utilized for campus groups, ensembles, or organizations to meet, rehearse, or practice as long as appropriate physical distancing standards are in place along with student health screenings.
- ix. ~~When the District, in its sole discretion, and providing an opportunity for CEA to provide input, determines it to be practicable, teachers will rotate between classrooms to provide instruction to students to help prevent the spread of or exposure to COVID-19.~~
- x. On days when a student is receiving instruction via a Distance Learning platform, teachers will be required to provide daily live interactive instruction – using one of the District approved online platforms – to those students with assignments that are challenging and equivalent to in-person instruction.
- xi. Bargaining unit employees will teach/provide instruction during the District prescribed class/bell schedule.

V. Evaluations

- a. *For permanent bargaining unit employees who received an overall rating of “meets standards” in their most recent evaluation, they may elect to be evaluated in accordance with the parties’ collective bargaining agreement or via the modified evaluation process set out in this MOU. The bargaining unit employees must make the election by October 5, 2020. For those permanent bargaining unit employees identified above, the parties agree that for the 2020-2021 school year only, evaluations will be based on the following standards and elements:*
 - i. *Standard 1: Engaging and Supporting All Students in Learning*
 - ii. *Standard 2: Creating and Maintaining Effective Environments for Student Learning*
 - iii. *Standard 4: Planning Instruction and Designing Learning Experiences for All Students*
 - vi. *Standard 6: Developing as a Professional Educator*
- b. *All other bargaining unit employees will be evaluated in accordance with the requirements of the parties’ collective bargaining agreement.*

VI. Special Education

- a. The parties agree to meet at the request of either party to address implementing guidance from the California Department of Education and/or the Federal Department of Education in order to provide equitable and appropriate education for our students with special needs.
- b. The District will comply with legal requirements imposed by the LACPHD and the state of California with respect to the provision of services to students with special needs.

- i. Special education teachers will work collaboratively with core content teachers and related service providers in person ~~should all parties agree~~ or via a virtual platform to accommodate and/or adapt lessons to meet the needs of each student's Individualized Educational Program (IEP) in a traditional, hybrid, or distance learning environment, and ensure that lessons and activities are appropriate as documented in the student's IEP or 504 plan. Individual accommodations will be provided, *documented, and monitored ensuring services and activities are delivered towards the student's IEP goals*. Any face-to-face meetings will be held following the applicable guidelines/requirements issued by the CDE and/or LACPHD relating to physical distancing and other safety measures.
- ii. Special Education teachers of students with moderate to severe disabilities will provide continuity of learning through a variety of in-person and distance learning resources as determined by the District so that students with disabilities have access to the same learning opportunities as their non-disabled peers.
- iii. Related Service Providers (Adaptive PE, etc.) will prepare distance learning activities that can be completed at home as appropriate or necessary.
- iv. Digital options to meet and collaborate on a student's IEP can be implemented with the District's approval.
- v. All service providers (Special Education Teachers, RSP, School Psychologists, Speech, Clinical Social Workers/Psychologists, and related service providers) will provide individual and/or group lessons virtually or in-person *based upon the instructional schedule for the students receiving instruction via the Small Cohort In-Person Instruction, e.g. on a day an eligible student is on campus, such instruction/services will be provided in-person, but on a day when a student is not physically on campus, the instruction/services may be provided virtually*. These appointments or conversations may be conducted face-to-face, via email, or when appropriate, via virtual tools. Such in-person meetings will be done in accordance with applicable guidance/recommendations from the state of California and/or LACPHD.
- vi. All service providers (Special Education Teachers, RSP, School Psychologists, and related service providers) will complete a service log, parent communication and confirmation logs when services are rendered *and further note in the logs when a parent/guardian and/or student fails to attend a scheduled session. Services providers will work collaboratively with site administration and the Office of Special Education in developing an action plan for a parent/guardian who fails to attend scheduled sessions or meetings*.

VII. Professional Development, Preparation Time, and Meetings

- a. The District recognizes the need for bargaining unit employees to have time to prepare for these instructional models, to collaborate with their colleagues, to prepare for adjustments to other instructional models, and to receive professional learning around topics pertinent to instruction in hybrid and distance learning scenarios. Topics may include, but are not limited to Google Classroom, equity and inclusion, protocol for instructional shifts, mental health, social emotional learning, and any District approved online learning tool(s) and/or platform(s).

- b. Professional learning areas of focus will be determined by input from school sites and in collaboration between the Educational Services Department and CEA. All preparation time, professional development, and meetings shall take place on campus, although the District will determine if meetings and professional development will be in-person with appropriate physical distancing or via remote technology, until otherwise determined by the Superintendent or the Superintendent's designee, after providing CEA with an opportunity to provide input, taking into account guidance/recommendations/orders, as applicable, from the CDC, State of California and the Los Angeles County Public Health Department.
- c. *Preparation time for bargaining unit employees has been built into the District created schedules for Small Cohort In-Person Instruction.*

VIII. Non-Classroom Based Bargaining Unit Employees

- a. Non-classroom-based bargaining unit employees include, but are not limited to, nurses, clinical social workers/psychologists counselors, and school psychologists.
- b. If in-person interactions are not possible, as determined by the Superintendent or the Superintendent's designee taking into account guidance/recommendations/orders, as applicable, from the CDC, State of California and the Los Angeles County Public Health Department and after providing CEA with an opportunity to provide input, remote technology or telephone interactions shall be used by the bargaining unit employees for the completion of their professional duties.
- c. Non-classroom based bargaining unit employees are expected to wear masks or other designated face coverings while on campus, unless otherwise designated by the Superintendent or the Superintendent designee.

IX. Hygiene and Health Promotion –The District will comply with all safety and health legal requirements issued by LACPHD and/or CDPH relating specifically to school districts and/or the reopening of school.

- a. Bargaining unit employees, students, volunteers, campus visitors, and parents/guardians shall wear face coverings while on District property as determined by the District and in accordance with the requirements from the LACPHD and CPHD. The exceptions to this requirement shall be for students and bargaining unit employees may remove the face covering while eating and those individuals who the District excuses from wearing a mask as a form of a reasonable accommodation under applicable law.
- b. Face coverings may be a cloth or disposable covering which covers the nose and mouth. In lieu of a cloth or disposable face covering, bargaining unit employees may, only if approved by the District in writing, wear a face shield, allowing for their speech to project and for students to have the ability to view facial expressions.
- c. Bargaining unit employees who are *alone* in their classroom or office may remove their face covering, *unless LACPHD requires*~~the District notifies them~~ that a face covering must be worn at all times.
- d. Bargaining unit employees who are conducting instructional activities outside, where safe distancing can occur, may remove their own face covering as well as allow students to remove their face coverings if allowed by applicable guidance/recommendations from a federal, state or local governmental entity or

- public health officer and with the approval of the District. In such situations, bargaining unit employees must adhere to all physical distancing protocols.
- e. The District will provide to those bargaining unit employees it deems appropriate – consistent with applicable guidance/recommendations – Personal Protective Equipment, such as masks and shields, which comply with State and County Department of Public Health guidance and/or recommendations.
 - f. **Handwashing**
 - a. All bargaining unit employees shall wash and/or sanitize hands upon entering the workplace and periodically wash and/or sanitize hands throughout their workday.
 - b. Students and staff are provided frequent opportunities to wash their hands for 20 seconds with soap, rubbing thoroughly after application, and use paper towels (or single-use cloth towels) to dry hands thoroughly.
 - c. Younger students, *e.g.* Preschool through 5th grade, will be regularly scheduled for frequent mandatory handwashing breaks, including before and after eating, after toileting, after outdoor play, and before and after any group activity.
 - d. Bargaining unit employees are to model frequent handwashing, especially in lower grades where bathroom time is an opportunity to reinforce healthy habits and monitor proper handwashing.
 - e. The District will, to the extent practicable, place portable handwashing stations near classrooms to minimize movement and congregations in bathrooms.
 - f. Ethyl alcohol-based, hand sanitizer will be made available to students and bargaining unit employees at strategic locations throughout the school where there is no sink or portable handwashing station (in or near classrooms, rooms in which support services are provided, music and art rooms).
 - g. The District shall provide cleaning solutions for desks, and where feasible, materials and objects which are touched frequently by multiple individuals. Teachers and/or students shall disinfect designated surfaces at the beginning of each period with only District provided cleaning solutions.
 - i. The District will make available: (a) disinfectant and related supplies available in the main office and custodial supply room; (b) hand sanitizer in the central office, classrooms, student dining areas, facility breakrooms, facility offices, and nurses offices; (c) hand soap, water, and paper towels in all restrooms; and (d) hand soap and water in classrooms with sinks and running water, kitchens, staff breakrooms (as applicable), and nurses' offices.
 - j. Before entering campus from a single common entrance, as determined by the District, screening will be conducted of students, visitors and staff of the most current COVID-19 symptoms identified by the LACPHD.
 - 1. These checks can be done remotely (using a digital app or other verifiable approach) or in person upon arrival. Unless notified otherwise by the District, the screening of symptoms, except temperature, by bargaining unit employees shall take place each day prior to work with the bargaining unit employee self-screening themselves for COVID-19 symptoms consistent with the most current list of symptoms published by the CDC, state or California or Los Angeles County public health officer – and they shall immediately report any positive findings to the Principal. To the extent required by applicable guidelines/recommendations, bargaining unit employees will be required to

complete any forms/questionnaires to the Principal. Bargaining unit employees also shall immediately notify the Human Resources Department if they have been exposed to COVID-19 through direct contact or have received a positive diagnosis of COVID-19 from a health care provider or via a test.

2. A temperature check with a no-touch thermometer or thermal scan thermometer, if feasible, will be conducted as well.
 3. Students may have their temperature taken more than once during a school day. The District will comply with the LACPHD requirements as set out in the District's Reopening Protocols with respect to adult visitors and staff and students who have and/or report symptoms during a screening, including instructing adult visitors and staff to return home to self-quarantine.
- k.** Appropriate physical distancing will be maintained where possible, and consistent with guidance from applicable federal, local or state entities and/or public health officers, including one-way stairways and hallways, in classrooms, designated entrances and exits to buildings, and appropriate locations for lunch periods.
- l.** The District will comply with Los Angeles County Public Health Department, California Public Health Department, and Cal-OSHA requirements for reporting and notifying bargaining unit employees of situations where a student or District employee has been diagnosed with COVID-19 as well as complying with LAPHD requirements for contact tracing. Due to privacy/confidentiality issues, the parties understand that the District will not be able to provide the identity of the person who has received the positive COVID-19 diagnosis. All persons who may have come in contact with the infected individual will be notified per LAPHD and CPHD requirements. With respect to an individual who is diagnosed with COVID-19, the District will, if applicable, notify the Association of the location(s) where the individual was present on District premises during the suspected incubation/active infection period. *Effective January 1, 2021, the District will comply with the notice obligations set out in SB 586 in lieu of utilizing this section.*
- m. HVAC**
1. Measures are in place to ensure the school HVAC system is in good, working order.
 2. The District shall set all HVAC systems to operate on the mode which delivers the most fresh air changes per hour, unless outdoor conditions make this inappropriate.
 3. Air filters are or have been upgraded to the highest efficiency possible for the safe operation of the HVAC system.
 4. Doors and windows are kept open during the school day if feasible and if outdoor conditions make this appropriate.
 5. *Upon the request of a bargaining unit employee – who works in a classroom that does not have a window or door to the outside – to their site administrator, the District will provide that bargaining unit employee with a fan for use in their classroom.*
- n. Testing**
- The District will comply with its most current Reopening Protocols that was created in compliance with the LACPHD Reopening Protocols with respect to COVID-19 testing of bargaining unit employees.

X. Sanitization

The District will follow its Reopening Protocols with respect to cleaning/disinfecting classrooms, including:

- a. A cleaning and disinfecting schedule has been established in order to avoid both under-use and over-use of cleaning products.
- b. Common areas and frequently touched objects in those areas (tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, elevator switches and buttons, touch screens, printers/copiers, grab bars, and handrails) are to be disinfected three times daily using appropriate products.
- c. The District will use cleaning products that are effective against COVID-19 (as listed on the Environmental Protection Agency (EPA)-approved list N).

XI. Leaves

- a. In the event bargaining unit employees are exposed to COVID-19 or are diagnosed as having COVID-19, such bargaining unit employees will be able to utilize such leaves – in accordance with the eligibility requirements – as are set out in the collective bargaining agreement between the District and CEA and/or under the Families First Coronavirus Response Act (FFCRA). Similarly, those employees with medical proof of susceptibility to COVID-19 or who may be caring for individuals with COVID-19 may be eligible for emergency paid leave through the Emergency Paid Sick Leave Law (EPSL) and should work with the Human Resources Department to determine their leave eligibility.
- b. In the event a bargaining unit employee is at high risk for COVID-19 as defined by LACPHD, the State of California's Public Health Department, and CDC, the Human Resources Department will engage with the employee to discuss potential options, which may include, if applicable engaging in an interactive dialogue that explores various options to allow the bargaining unit employee to continue to work and potential leave options, including under the FFCRA and/or FMLA/CFRA.
- c. If a bargaining unit employee is sick or believes they have been exposed to COVID-19, they should not report to work and should contact the Human Resources Department consistent with Paragraph X(a) above to determine their eligibility for a leave and/or to use their sick leave.
- d. The District recognizes that some working bargaining unit employees may request time off, due to COVID-19 to care for children due to closure of a child's school or closure of child's caregiver provider. Such employees may request to utilize any applicable leave set out in the parties' CBA and/or under the FFCRA.

XII. Miscellaneous Provisions

- a. In the event that all students are on campus for *Small Cohort In-Person Instruction*~~either hybrid instruction or traditional instruction~~, Chromebooks or similar devices will be checked out to students individually to avoid cross contamination and the need to disinfect equipment several times per day.
- c. The District and the CEA are jointly committed to maintaining open lines of communication to facilitate prompt discussion and resolution of issues (including

during days of school recess as necessary) that may arise as schools reopen for the 2020-2021 school year to best serve their Shared Interests first stated above.

- d. The District maintains the right to switch, after providing an opportunity for CEA to provide input, between the various learning models identified in this MOU by providing notice to CEA and CEA bargaining unit employees. The parties, understanding, the need to maintain flexibility agree that the District will provide as much notice as practicable, but that a transition may be ordered to take place the next school/work day in the event the District needs to switch from a Traditional or Hybrid instructional model to a Distance Learning instructional model and at least five work days notice of a switch from a Distance Learning to a Traditional or Hybrid instructional model.
 - e. To the extent that the state of California or Los Angeles County Public Health Department requirements that are directly applicable to school districts conflict with any of the above provisions, the District will comply with those requirements and the above provisions will be rendered void as of the date the applicable order is issued.
- XIII.** The parties recognize that the COVID-19 Public Health Emergency is an evolving situation and that modifications to this MOU may be necessary. The parties therefore reserve the right to reopen this MOU to address any issues that may arise after this MOU has been signed that impact the School Closure and/or the response to COVID-19 as well as changes in law, regulations, or guidance issued by a local, state, or federal official.
- XIV.** The parties agree this MOU is not precedential nor does it create a past practice.
- XV.** The parties agree that this MOU completes any and all bargaining obligations relating to the impact/effects of the COVID-19 pandemic for the 2020-2021 school year as of the date this MOU is signed.

This MOU shall expire on the earlier date of August 1, 2021 or the end of the Public Health Emergency related to COVID-19 as determined by the LACPHD, but may be extended by mutual written agreement.