

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
LOWELL JOINT SCHOOL DISTRICT  
AND THE  
LOWELL JOINT EDUCATION ASSOCIATION  
REGARDING  
HYBRID/VIRTUAL ACADEMY**

The Lowell Joint School District and the Lowell Joint Education Association, enter into this Memorandum of Understanding (MOU) regarding the issues related to the coronavirus COVID-19 and the reopening of schools during the 2020-2021 school year.

As of the date on 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 their families while also providing equitable access to education for students.

The parties acknowledge that staff and students may need to self-quarantine, become quarantined, and/or the District may need to close a learning cohort or close school(s) on an emergency basis to slow the spread of infection and illness from COVID-19 during the 2020-2021 school year. This will be in accordance with mandates from the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), the California Department of Industrial Relations Division of Occupational Safety and Health (“CAL/OSHA”), and the Los Angeles or Orange County Department of Public Health (LA/OC DPH). Where there is a conflict between the various health orders and mandates, the District shall adhere to the most restrictive health orders and mandates.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the parties for the duration of this MOU, or until modified by mutual agreement of the District and the Association.

## A. DEFINITIONS

- a. "Classroom"- is any academic, learning assessment, or instructional space used by students, certificated, classified, parents, administrators, or other adults on a school campus. This applies to both indoor and outdoor learning spaces, and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus. Where applicable this also applies by extension to the virtual classroom setting.
- b. "Cohort"- is a group of students that maintains social isolation and physical distancing and "...are groups of students who are meeting for targeted support and intervention services" (CDPH, January 14, 2021). At the elementary level, cohorts are designed to remain stable and intact in order to prevent the spread of infection and illness arising from COVID-19. Classroom cohort sizes supersede class size will not exceed CDC, CDPH, and/or LA/OC PHD limits. Class size language in the CBA for in-person learning does not apply during the term of this MOU.
- c. "Stable Group" – As listed under School Reopening Guidance, "A stable group is a group with fixed membership that stays together without mixing with any other groups for any activities." (CDPH 1/14/2021)
- d. "Common Equipment"- is any school equipment or structures that is designed to be used or shared by more than one individual. This includes, but not limited to, technology, books, computers, recess/playground equipment, physical education equipment, and other classroom materials.
- e. "Common Space"- is any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but not limited to, school offices, nurse stations, playgrounds, blacktops, quads, or outdoor gathering spaces, hallways, bathrooms, etc.
- f. "Physical Distancing"- also known as social distancing to help decrease the spread of the virus by increasing the space between people will be implemented in alignment with the most current directives of the CDC, CPHS, and LA/OC PHD. As of 1/14/2021 those guidelines/mandates are "Maximum number of students permitted in facility to maximize physical

distancing of at least 6ft or with appropriate physical barriers where 6ft of distance is not possible or nor less than 4 feet if 6 feet is not possible.” In the event this guidance changes, the District may modify the physical distancing rules.

- g. “Close Contact” – CDC and LA/OC County PHD has been defined as being within 6 feet for more than 15 minutes in a 24 hour period.

## **B. IN-PERSON LEARNING**

### **Classroom/Instructional/Academic Learning Spaces**

#### **a. Physical Distancing**

- i. The District Administration and unit members shall make every effort to ensure minimum physical distancing will be implemented in alignment with the most current directives of the CDC, CPHS, and LA/Orange County PHD. “Maximum number of students permitted in the facility to maximize physical distancing of at least 6ft or with appropriate physical barriers where 6ft of distance is not possible or nor less than 4 feet if 6 feet is not possible.” (LA County PHD Order 1/14/2021)
- ii. The District shall calculate the maximum capacity of all workspaces in alignment with the most current directives of the CDC, CPHS, and LA/Orange County PHD while maintaining physical distance requirements.
- iii. The District will continue to implement the most current LA County Public Health Orders, currently set as the “Maximum number of students permitted in facility to maximize physical distancing of at least 6ft or no less than 4 feet with appropriate physical barriers where 6ft of distance is not possible.” (LA County PHD Order 1/14/21).

iv. No unit member shall be directed to violate any LA/OC county public health order.

**b. One-Way Directions/Movement - The District will implement all CDC, CPHD, and LA/OC DPH orders/mandates.**

- i. In order to help maintain physical distancing requirements in all common walkways and congregation areas (both outdoor and indoor), the District, where possible, shall create unidirectional pathways.
- ii. These pathways shall be clearly marked to indicate the direction of travel and the six (6) feet physical distance spacing requirements.

**c. School Ingress and Egress Points - The District will implement all CDC, CDPH, and LA/OC DPH orders/mandates.**

- i. The current LA County PH order does not require multiple entrances, but the current LJSJSD reopening plan does call for multiple entrances for ingress and egress in order to promote social distancing. In order to support this school sites shall identify multiple access points to be used for student and parent ingress and egress before and after school.
- ii. Unit members shall not be assigned to monitor ingress and egress entrances gates.

**d. Recess/Student Break Times**

- i. School site administrators shall create plans and schedules that provide recess and break times for both students and unit members consistent with the most current directives of the CDC, CDPH, and LA/OC DPH:
  1. All recess and break times shall be designed to maintain physical distance requirements and to maintain cohort stability.
  2. All recess and break times shall be staggered to minimize the number of different people with whom staff and students interact.

3. While maintaining all proper safety protocols for promoting social distancing, recess and break times shall be implemented and supervised as they have been in compliance with our current CBA. Unit members shall have at least one morning break of at least 20 minutes and one afternoon break of at least 20 minutes. All breaks shall be without student supervision responsibilities.

**e. Meetings and Gatherings**

- i. In-person meetings shall be held virtually. All CDC and LA/OC DPH Orders/mandates will be followed in those situations if/when in-person meeting occur. All meetings amongst staff shall be held virtually and shall be scheduled during non-instructional time when possible.
- ii. Large in-person gatherings (i.e. school assemblies) will be implemented in accordance with the most current directives of the CDC, CDPH, and LA/OC DPH.
- iii. Back-to-School Night, Open House, musical programs, other large events, and in-person promotion/graduation meetings or ceremonies will be implemented in accordance with the most current directives of the CDC, CDPH, and LA/OC DPH, which at this time are virtual.

**f. Student Stable Groups - The District will implement all CDC, CDPH, and LA/OC DPH orders/mandates related to student stable groups.**

- i. All grades (TK-8)
  1. The parties affirm that student elementary stable groups are intended and designated to provide stable groupings of students that are maintained throughout each school day, and through each grading period, with an assigned primary stable group teacher, and systems are in place at the school site to help prevent the mixing of cohorts.

2. Student stable group sizes will be implemented in alignment with the most current directives of the CDC, CPHS, and LA/OC DPH.

**g. Cleaning and Disinfecting - The District will implement all CDC, CPHD, and LA/OC DPH orders/mandates related to cleaning and disinfecting.**

- i. The district shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are appropriately cleaned and sanitized and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.
- ii. Certified unit members shall not be required to perform daily cleaning and disinfecting that falls outside the scope of the normal duties in our bargaining unit.
- iii. The district already provides copies of all Cal-OSHA Safety Documentation as required by law.
- iv. Regular decontamination of classroom spaces and staff workspaces shall be completed daily and deep cleaning will occur once per week. Decontamination shall be done by trained, qualified professionals. Decontamination shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, or administrators.

**h. Air Ventilation and Filtration - The District will implement or exceed all CDC, CDPH, and LA/OC DPH orders/mandates related to cleaning and disinfecting.**

- i. The parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19, especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-

19 through the air. Employees in workspaces with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.

- ii. The District will ensure that HVAC systems are set to operate in a mode that delivers the most fresh air available. Employees with access to HVAC controls shall be directed to set the controls to the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit.

**i. Health Screening, Testing, Notification, and Contact Tracing - The District will implement or exceed all CDC, CDPH, and LA/OC DPH orders/mandates related to health screening, testing, notification, and contact tracing.**

- i. The District shall require that all unit members are checked daily for symptoms associated with COVID-19 infection prior to entering school including temperature checks.
  - 1. Health screening, testing, notification, and quarantine protocols and procedures will be provided to all unit members.
  - 2. All unit members will be trained on these protocols and procedures.
  - 3. All unit members with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be sent home or sent to an Cool Down Area (Isolation Area) on site pending travel home or to a medical facility.
  - 4. Upon notification that a unit member has been infected with COVID-19, the district will initiate contact tracing procedures in alignment with the Los Angeles and Orange County Departments of Public Health and shall make all proper notifications in alignment with the most current directives of

the CDC, CDPH, and LA/OC PHD. The Association President will be notified of the location(s) where an infections has/have occurred.

5. All bargaining unit members will have access to free onsite COVID-19 testing prior to returning to campus, which is currently not required by CDC, CDPH, and LA/OC PHD prior to returning to campus. Testing schedules shall be arranged to minimize delays and results shall be delivered to each unit member promptly, with all relevant privacy rights preserved.
6. The District will follow the law, including the any current Families First Coronavirus Response Act (FFCRA) and Cal/OSHA Emergency COVID-19 Regulations (or successor legislation) in the implementation of all leaves when the district nurse determines members cannot perform their duties remotely or when not practical to do so.
7. Bargaining unit members shall continue to receive stipends and/or additional pay, if duties are performed as provided for under the Collective Bargaining Agreement.

**j. Hybrid Model of Instruction**

- i. Although annual instructional minutes need not be provided at the same level as in a typical school year, SB 98 provides daily instructional minutes for the 2020-21 school year, Hybrid instructional minutes shall be in alignment with the Board approved Hybrid Instructional Plan, which provides bargaining unit members the designed structure and flexibility.
- ii. One day per week will be designated for the classroom space to be thoroughly cleaned, disinfected, and sanitized.
- iii. The district shall work to ensure equitable access to education for all students and shall confirm and/or make provisions so that all pupils have adequate access to connectivity and technological



devices to participate in the educational program and complete assigned work.

- iv. Daily lesson plans, assessments, and instructional methodologies used shall be at the discretion of the classroom teacher.
- v. The district shall continue to provide all bargaining unit members the necessary equipment and supplies in order to provide distance learning/hybrid learning, including but not limited to technology, laptop computers, digital projectors, computer, learning platforms, and any other items normally provided during in-person learning.
- vi. The district shall provide three asynchronous preparation days prior to in-person hybrid learning.

**k. Adjunct Duties, Committee Assignments, Extra Duty Work, and related Items**

- i. Bargaining Unit members will be excused from Adjunct Duties for the 2020/21 school year or as long as the hybrid instructional model is in place, unless they are required as a part of a State or Federal mandate.
- ii. Bargaining Unit members are expected to work and be available during their normal contractual work hours and workdays from a location within normal commuting time of their site (i.e. no working from Hawaii) unless specifically authorized in writing by the District.
- iii. Bargaining Unit members must follow guidelines/board policy in the area of Digital Citizenship which applies to the in-person instructional model as well as the virtual setting.
- iv. All tenured teachers, who are due for evaluations for the 2020-21 school year, who have received H's and/or O's on their most recent evaluation, will have their evaluations placed on hold for the 2020/21 school year and/or for as long as we are operating in the Hybrid Instructional Model.
- v. Bargaining Unit members shall maintain reasonable instructional standards and expectations for the delivery of a quality Hybrid

model that includes meaningful interaction, engagement, social support with/for students, and proper professional standards for the teaching profession.

FOR THE ASSOCIATION

Leslie Mangold 03-01-21  
Leslie Mangold      Date  
LJEA Bargaining Chair

FOR THE DISTRICT

Jim Coombs 3/1/21  
Jim Coombs      Date  
Superintendent