

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LYNWOOD UNIFIED SCHOOL DISTRICT  
AND  
LYNWOOD TEACHERS ASSOCIATION  
REGARDING  
SCHOOL OPENING DURING THE 2021-2022 SCHOOL YEAR**

**December 10, 2021**

The Lynwood Unified School District ("District") and Lynwood Teachers Association ("LTA") agree to the terms of this Memorandum of Understanding ("MOU") regarding in-person learning during the 2021-2022 school year in response to the COVID-19 pandemic.

The District and LTA agree as follows:

**1. TERMS, AGREEMENT AND DURATION**

- 1.1 This non-precedent setting MOU shall be effective August 16, 2021 and expire on June 30<sup>th</sup>, 2022. This MOU may be extended by the mutual agreement of the parties.
- 1.2 The District shall adhere to the most recent COVID guidelines issued by the Centers for Disease Control and Prevention ("CDC"), California Department of 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 County Department of Public Health ("LACDPH"). The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.
- 1.3 All components of the current LUSD/LTA Collective Bargaining Agreement shall remain in full effect except for those provisions modified by the terms of this Agreement.
- 1.4 The parties recognize the need to address the District's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the recommendations of the Los Angeles County Department of Public Health officials to prevent illness and contain the spread of the virus.
- 1.5 The parties mutually agree to communicate and meet as necessary to develop guidelines and amendments for the implementation of this MOU.
- 1.6 Both parties understand that the continuation of further contractual actions for 2020-2021 are waived by consensus.

**2. DEFINITIONS**

- 2.1 "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 outside learning spaces, and includes libraries,

computer or scientific laboratories, study halls, or any other common space on a school campus.

- 2.2 "Common Equipment" – is any school equipment or structures that is designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, recess/playground equipment, toys, physical education equipment, pens, pencils, etc.
- 2.3 "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 is not limited to, school offices, nurse stations, playgrounds, blacktops, quads or outdoor gathering spaces, hallways, bathrooms, etc.
- 2.4 "Face Coverings" – cloth face coverings or masks as recommended by federal, state, and local public health guidance.
- 2.5 "Hand Sanitizer" – this product must contain at least 60% alcohol. Ethyl alcohol is preferred and should be used when there is the potential of unsupervised use by children. Isopropyl alcohol hand sanitizers are more toxic and can be absorbed through the skin. Hand sanitizers containing methanol are toxic and shall not be used. (see CDC and FDA Advisories.)
- 2.6 "Personal Protective Equipment" – this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and includes face coverings, masks, N95 respirators, face shields, neck guards, barriers, gloves, goggles, etc.
- 2.7 "Physical Distancing" – also known as social distancing to help decrease the spread of the virus by increasing the space between people to at least six (6) feet and reducing the number of different people with whom a person interacts.

### **3. PERSONAL PROTECTIVE EQUIPMENT ("PPE")**

- 3.1 The District shall provide PPE to all unit members and students for every day that unit members or students are required to report to school sites.
- 3.2 In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District.
- 3.3 Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE.
- 3.4 If the District fails to provide sufficient PPE for the day, individuals without PPE will be sent home for the day. Unit members sent home due to lack of PPE will receive their full daily rate of pay without utilization of members allotted leave, such as sick or Personal Necessity leave. Any in-person classes taught by the unit member will resume when sufficient PPE is available.

## **Face Covering Requirements**

- 3.5 Face coverings are required to be worn properly at all times by all individuals on a school campus indoors or outdoors. This applies to all staff, all students in ECE and grades TK-12, all administrators, and any visitors on campus over two years of age. Students refusing to wear a face covering will be excluded from campus and will be offered alternative educational opportunities such as Independent Studies.
- 3.6 Face coverings shall not be required for students or staff if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist.
- 3.7 For unit members and students who cannot wear a mask as stated above, face shields with neck drapes tucked into the shirt shall be used. Masks and face shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus.
- 3.8 N95 respirators shall be provided to unit members who request N95 respirators in writing due to professional or personal health concerns. Unit members shall not be required to submit a note from a medical professional when making this request.

## **Hand Washing Requirements**

- 3.9 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- 3.10 All individuals shall be encouraged to wash their hands or use medically effective hand sanitizer upon entering District sites and every time a classroom is entered.
- 3.11 The District shall comply with the following hand washing requirements:
  - 3.11.1 Every room with a sink shall be stocked with soap, and medically effective hand sanitizer.
  - 3.11.2 Every classroom shall be provided medically effective hand sanitizer.
  - 3.11.3 Non-classroom workspaces and common spaces shall be provided medically effective hand sanitizer.
  - 3.11.4 All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day that staff or students are on campus.

## **4. IN-PERSON LEARNING**

The COVID-19 pandemic has caused federal, state, and local public health officers to issue orders and guidance impacting the educational operations of the District in order to minimize

health and safety risks associated with COVID-19 infection and illness. As a result of the orders and guidance issued by federal, state, and local public health officers, any in-person learning offered by the District during the pandemic shall be offered consistent with all of the provisions below.

#### **Adherence to Health Guidelines and Orders**

- 4.1 The District shall adhere to the COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention ("CDC"), California Department of Public Health ("CDPH"), California Department of Education ("CDE"), California Department of Industrial Relations Division of Occupational Safety and Health ("Cal-OSHA"), and Los Angeles County Public Health Department (LACPHD).
- 4.2 Where there is a conflict between the various guidelines or orders, the District shall adhere to the most restrictive guidelines or orders in order to minimize potential health and safety risks for all unit members, students, and their families.
- 4.3 The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines in section 4.

#### **Physical Distancing**

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

- 4.4 The District shall follow the recommendations in the Los Angeles County Department of Public Health (LACDPH) guidelines for K-12 schools.

##### **Lunch**

- 4.5 Physical distancing to the greatest extent possible shall be maintained, between students, between staff and students, and between all staff during their lunch period(s).
- 4.6 If the District requires students to stay in class for lunch due to the school site facility's inability to maintain physical distancing requirements during lunch, the District shall compensate unit members who volunteer to remain with students for this period of time at the unit member's pro rata per diem hourly rate of pay. No unit member shall be required to work during the duty-free lunch time, nor shall they be pressured or coerced to do so. It shall be the District's responsibility to provide supervision coverage.

##### **One-Way Directions/Movement**

- 4.7 In order to help maintain physical distancing requirements in all common walkways and congregation areas (both outdoor and indoor), the District shall create unidirectional pathways to the best extent possible.

##### **School Ingress and Egress Points**

- 4.8 Since students, parents and staff tend to congregate in large groups at access points before and after school: Each school site shall identify ingress and egress processes that minimize crowding to the best extent possible.

##### **Meetings and Gatherings**

- 4.9 Meetings and professional developments that cannot be held virtually, shall follow the recommendations of the LACDPH and masks will be required.
- 4.10 An in-person gatherings that must be held indoors shall follow the recommendations of the LACDPH regarding physical distancing and masks will be required.

### **Daily Cleaning and Disinfecting**

- 4.11 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces are cleaned 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. Nightly decontamination shall occur with sufficient time for any harmful chemicals to dissipate prior to the space being occupied by staff, students, administrators, or visitors.
- 4.12 Daily cleaning and disinfecting as described above shall be done by trained custodial personnel. Certificated 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.

### **Air Ventilation and Filtration**

- 4.13 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. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions to provide best ventilation possible.

The District shall continue to conduct assessments and audits of existing ventilation system and adhere to the guidance from the LACDPH, CDC, and ASHARE. Status shall be reported to LTA President

- 4.13.1 HVAC air filters will be changed and replaced with the highest MERV rating appropriate to the AC unit/system. Any necessary portable air filtration units shall be equipped with HEPA filters and changed at the recommended intervals per manufacturer recommendation and will have a clean air delivery rate (CADR) of 250 or greater per 1000 square feet of floor area

- 4.13.2 The District will continue contracting with a third-party provider to provide all scheduled HVAC system required maintenance of units and to do all required air filter replacements. The District shall share all HVAC reports with the LTA President.

### **Health Screening, Testing, Notification, and Contact Tracing**

- 4.14 The District shall ensure that all students, employees, and visitors are checked daily for symptoms associated with COVID-19 infection prior to entering any school site including temperature checks, when feasible. Symptom checks may be online or oral questionnaires, or self-attesting methods.

- 4.15 Health screening, testing, notification and quarantine protocols and procedures shall be created and shared with all stakeholders within the first two weeks of school. Updates to the protocols shall be shared with all stakeholders within one (1) week of being updated.
- 4.16 A plan or protocol for incorporating surveillance testing into regular school operations of all school personnel and students shall be adopted by the District. Such a plan or protocol will include a no-cost option for COVID-19 testing to school personnel and students and will be at cadences recommended by the California Department of Health or LAPDH, whichever is most restrictive.
- 4.17 Staff and students 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 isolation room on site pending travel home or to a medical facility. Staff sent home due to COVID-19 symptoms shall not lose pay or personal sick leave for that day-only.
- 4.18 Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing procedures in conjunction with the Los Angeles County Public Health Department. All persons who may have come in contact with the infected individual shall be notified. The District shall notify the Association President of the location(s) where the infected individual was present on the school campus during the suspected incubation/active infection period.
- 4.19 A nurse or health technician will be on site at any campus with in-person learning.

## **5. COVID-19 EXPOSURE AND SCHOOL SITE CLOSURE**

- 5.1 Staff, administrators, and students who are sick are expected to remain home and shall not be permitted on a District site while sick
- 5.2 If a staff member, administrator, or student test positive for COVID-19, they will immediately be notified and placed on a quarantine in accordance with the most current LACDPH guidelines. If a staff member, administrator, or student test positive for COVID-19, any identified close contacts will immediately be notified and may be placed on a quarantine in accordance with the most current LACDPH guidelines. Vaccinated, asymptomatic members continue to report to work. Vaccinated, symptomatic employees who are required to quarantine through LUSD contact tracing shall not lose pay or be required to use their own personal leave if they show results of a COVID test within days 3-5 of the quarantine period. Unvaccinated (without an exemption approved by Human Resources) members who are quarantined may use Supplemental COVID 19 leave or their own sick leave upon expiration of the COVID 19 leave.
- 5.3 District will follow all local public health guidelines for the determination and definition of an outbreak, reporting of positive cases to public health authorities, and any closures of classes or building as a result of an outbreak.
- 5.4 The District will work with the Los Angeles County Department of Public Health to ensure that all staff and students being quarantined are given resources on how to properly quarantine and provided access to medical professionals if illness manifests itself.

- 5.5 All closed classroom spaces, worksites, rooms, school sites, or other District facilities shall be thoroughly cleaned and disinfected prior to being re-opened for in-person learning.
- 5.6 The District shall communicate all decisions about closures and re-opening to all bargaining unit members at a school site or District wide as appropriate. Such communication shall be by email or by telephone.
- 5.7 District will follow all local public health guidelines for any changes to school openings or safe in-person instruction.

## **6. COVID-19 EXPOSURE AND SCHOOL SITE CLOSURE**

- 6.1 The District shall maintain the Safety Taskforce Committee, comprised of one representative from each stakeholder group, including but not limited to: labor unions, parents, and district representatives. Labor union representing employees in LUSD shall have no less than four (4) appropriate representatives. The Safety Taskforce Committee shall meet no less than once every two weeks to address health & safety compliance issues at District schools and work sites.

## **7. ACCESS LIMITATIONS AND ASSOCIATION RIGHTS**

- 7.1 The District shall develop and implement a plan to minimize access to school sites, classrooms and limit non-essential visitors, facility use permits, and volunteers.
- 7.2 Representatives from the Association, including local Association leaders, the California Teachers Association, and the National Education Association, shall be granted access to District worksites.

## **8. ACCESS LIMITATIONS AND ASSOCIATION RIGHTS**

- 8.1 Consistent with federal, state, and local public health officer guidelines, all staff working in person and on a District site shall be trained in the following areas, including but not limited to:
  - 8.1.1 Reinforcing the importance of health and safety practices and protocols;
  - 8.1.2 Cleaning and disinfecting protocols, cleaning supplies and equipment;
  - 8.1.3 Physical distancing recommendations and practices, and required use of personal protective equipment while on a District worksite.
  - 8.1.4 Health screening protocols and procedures, including use of screening tools such as infrared thermometers;
  - 8.1.5 Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;
  - 8.1.6 Protocols on responding to individuals with a family member or someone in close contact with a student or staff member who tests positive for COVID-19;
  - 8.1.7 Protocols on responding to a student or staff member testing positive for COVID-19; and

- 8.1.8 any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with.

## **9. DURATION**

- 9.1 This MOU shall expire in full without precedent on June 30<sup>th</sup>, 2022 or until CA state or County guidelines expire or allow for more regular in-person instruction, unless extended by mutual written agreement of the Parties.

## **10. SALARY BONUS**

- 10.1 All unit members will receive a one-time 5% off-schedule salary bonus from the one-time COVID-19 relief funds for the 2020-2021 school year based on 2021-2022 salary level.
- 10.2 If any other bargaining unit in the District receives a higher one-time, off-schedule bonus from the one-time COVID-19 relief funds for the 2020-2021 school year, LTA bargaining members will receive that amount.

**FOR THE ASSOCIATION:**

Mylene Vergara

12/13/21  
DATE

**FOR THE DISTRICT:**

Greg To

12/13/21  
DATE