MEMORANDUM OF UNDERSTANDING
BETWEEN
GRANADA HILLS CHARTER
&
UNITED TEACHERS LOS ANGELES
REGARDING NECESSARY CHANGES TO
NEGOTIABLE WORKING CONDITIONS
FOR UNIT MEMBERS DURING A COVID-19 IMPACTED
WORKING/EDUCATIONAL ENVIRONMENT

July 27, 2020

This Memorandum of Understanding (“MOU”) between Granada Hills Charter TK-8 (“GHC TK-8”) and United Teachers Los Angeles (“UTLA”) is intended to memorialize the parties' agreement regarding necessary changes to negotiable working conditions for unit members for the 2020-2021 school year in order to ensure that GHC achieves its core mission and continues to meet related critical imperatives despite any changes to the regular manner of instruction during a COVID-19 impacted working/educational environment.

RECITALS

WHEREAS, in the re-opening of GHC in any format, the parties agree that the safety, health and well-being of all students, families, employees and other stakeholders remains of paramount importance; and

WHEREAS, especially considering the serious learning loss resulting from previous abrupt public school closures and related impacts on the School's imperative of providing equitable and superlative educational opportunities for all students, the parties also agree that it is of vital importance, regardless the instructional format, that GHC continue to provide its full academic program with rigorous instruction and robust support for all students, prioritizing vulnerable learners; and

WHEREAS, with such critical goals in mind, the parties hereby thus commit to an MOU that seeks to define each of the material changes to working conditions required to successfully execute the GHC mission in a manner that preserves the safety of all stakeholders but also minimizes disruption to the educational program of every GHC student.

NOW THEREFORE, GHC and UTLA agree as follows:

AGREEMENT

I. CONTINUED APPLICABILITY OF COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement (“CBA”) between the parties continues to apply in full force and effect, except as modified by this MOU for the temporary period of time any applicable COVID-19 related orders impact the regular workday or working environment during the 2020-2021 school year.

II. GUIDING PRINCIPLES OF MOU

Guiding Principles of this MOU acknowledge the following priorities:
• Providing a high-quality instructional program
• Keeping students and staff safe and healthy
• Ensuring access and equity for all students
• Communicating with stakeholders, such as staff, families, bargaining units & partners
• Ensuring flexibility to serve all students

III. TEMPORARY MODIFIED WORKING CONDITIONS FOR UNIT MEMBERS

Following consultation with UTLA, the School may adopt and/or modify the enumerated frameworks based upon current applicable governmental health and safety orders, including Los Angeles County Department of Public Health (“LACDPH”), California Department of Public Health (“CDPH”), and other state or federal directives.

A. Full Distance Learning Framework & Working Conditions

When providing distance learning instruction, unit members shall work pursuant to the key elements of the schedules noted below:

1. Distance Learning Schedule for Grades 6-8 provides:
   - 240 minutes of daily instruction for students
     - Monday-Friday of each week will include 240 daily minutes of synchronous instruction
     - Odd periods scheduled on Tuesday and Thursday, even periods scheduled on Wednesday and Friday
     - Monday of each week will include 240 minutes of synchronous instruction in an extended homeroom and periods 1-6

2. Distance Learning Schedule for Grades TK-5 provides:
   - 180 minutes of daily instruction for students in TK-K
     - Daily instruction will involve a combination of synchronous and asynchronous learning activities
   - 230 minutes of daily instruction for students Grades 1-3
     - Daily instruction will involve a combination synchronous and asynchronous learning activities

Additionally, when instructing using distance learning, each unit member shall continue to engage in ongoing professional duties, which include, but are not limited to:

a. completing lesson planning;
b. implementing the educational program;
c. providing content delivery;
d. creating and grading student assessments;
e. maintaining regular contact with supervisors;
During distance learning, teachers may choose to deliver remote instruction while on campus with administrative approval.

Any modifications to the Distance Learning Schedule shall be made by the Administrator Director only after collaborative review and agreement with the TK-8 Leadership Team.

B. Hybrid Distance Learning Framework & Working Conditions

Hybrid-Distance learning occurs in both the class and via distance learning. GHC TK-8 recognizes the need for social-emotional and intellectual development that only occurs in face-to-face interactions with peers and school staff. The GHC TK-8 Advisory Council will make a recommendation to the TK-8 Leadership Team for the implementation of Hybrid-Distance Learning. The GHC TK-8 Advisory Council shall represent different stakeholder groups, including but not limited to, the school nurse, a classified personnel representative, a certificated personnel representative, a middle school student representative, and a school administrator. The GHC TK-8 Advisory Council shall convene regularly to review operations and make recommendations to the TK-8 Leadership Team.

Any modifications to the Distance Learning Schedule shall be made by the Administrator Director only after collaborative review and agreement with the TK-8 Leadership Team.

a. Daily Teaching Schedules & Work Duties For Hybrid Distance Instruction

Unit members providing hybrid instruction shall work pursuant to “2020-2021 Hybrid Instruction Work Day Schedules,” which shall be determined by the Administrative Director only after collaborative review and agreement with the TK-8 Leadership Team with input from the GHC TK-8 Advisory Council. Such schedules will establish the start and end time for each school day as well as enumerate other professional duties/obligations.

b. Other Hybrid Specific Working Conditions

Unit members shall immediately notify site administration of any unsafe or hazardous conditions related to COVID-19 at the site. In an emergency situation, employees may take reasonable preliminary action
to protect students, other employees and themselves. If, after giving notice to the site administrator, the employee believes that an unsafe or hazardous condition related to COVID-19 persists, the employee may file a complaint to the Executive Director.

C. No plan for hybrid distance learning as mentioned in section B. “Hybrid Distance Learning Framework & Working Conditions,” shall be implemented until finalized and formalized through the collective bargaining process with UTLA.

2. Attendance and Time Value of Assignments

Unit members shall take attendance by period or by day for students who are present in live sessions and shall be entered into the school SIS by the end of the day. In addition to taking attendance for the live session, unit members shall certify the time value of student assignments to the extent as required by law or applicable regulation.

3. Asynchronous Instruction

During distance learning, asynchronous material will be a component for delivery of curriculum and instruction. Teachers will develop asynchronous plans with clear learning objectives and outcomes that address State standards and learning objectives will be posted to Google Classrooms. Asynchronous assignments should be comprehensible and scaffolded in such a way that students are able to complete them independently with minimal teacher explanation. Plans should include a variety of tasks and resources that allow students to build knowledge and skills.

4. Synchronous Instruction

During live sessions, teachers will provide synchronous instruction. Live session time does not need to be continuous. Live sessions may include some direct instruction; however, live sessions must include multiple opportunities for interaction, application, and feedback including, but not limited to, synchronous video/audio with discussion, teacher-student/student-student interaction, application of knowledge and skills, structured group activities, and response to questions. Live sessions shall not exceed the scheduled period.

During the synchronous sessions, the school shall permit teachers to require student cameras to be turned on (without recording) during live class time and shall fully indemnify teachers from any liability except for required mandated reporting.

5. Assessments & Grading

Formative and summative assessments will be aligned to the identified and agreed upon learning goals (based on state standards and frameworks) which respond to the challenges and demands of instruction through the distance learning platform.
Grades will be based on the successful completion of assignments and on teacher criteria derived from State standards. Accommodations in student IEPs and Section 504 plans will be followed as written.

6. **Distance Learning Late Work Policy**

Teachers will allow at minimum one additional day to make up work for each day of student absence due to illness or other family emergencies during distance learning.

Teachers will assign alternative comparable work if specific classroom activities i.e. labs, videos, presentations, group assignments, etc. cannot be made up by the student.

7. **Faculty Meetings**

During distance learning, we are committed to meeting as a faculty weekly. These meetings shall not, except in special circumstances or emergencies, exceed 75 minutes in duration. Agendas for faculty meetings shall be provided. Employees shall be permitted to propose agenda items and modifications can be made with prior notice.

8. **Office Hours**

During planning time, teachers shall schedule and be available for two hours per week for meetings with parents/students/counselors. Teachers may choose any hours within the distance learning planning time. Teachers shall provide advance notification of weekly office hours. The office hours can be segmented into meeting “blocks” of time to accommodate multiple meetings with parents and students, if needed. In the event that a student cannot meet during the dedicated office hours, the teacher may schedule a reasonable time to meet.

9. **Professional Development Summer 2020**

In lieu of participating in the required professional development day activities scheduled for August 12 and 13, 2020, teachers shall complete 12 hours of professional development as determined and agreed upon by the TK-8 staff.

10. **Evaluation**

This MOU does not replace the current system of evaluation for GHC TK-8. However, when evaluating teacher delivery of distance instruction, administrators will use the language in this MOU that describes synchronous and asynchronous learning. Administrators may request and teachers shall grant access to live sessions, provided through a GoogleMeet or Zoom platform, and to GoogleClassroom to monitor and support the instructional program.
11. GHC TK-8 Statement on Probationary to Permanent Status

GHC reaffirms its commitment to grant permanency status to those eligible probationary status certificated staff who earn the distinction as a result of their strong and consistent performance as observed and documented during the 2020-21 evaluation cycle.

IV. OTHER CONDITIONS OF EMPLOYMENT

A. Leaves of Absence

In addition to all rights to leaves of absence as enumerated in the CBA, any applicable COVID-19 related leaves shall be provided in accordance with legal requirements, including the Families First Coronavirus Response Act (“Act”).

B. Continued Applicability of Schools' Student Discipline Policies

All GHC TK-8 student discipline policy requirements continue to apply.

C. Continued Applicability of Child Protective Services (CPS) Legal & Reporting Requirements

All CPS legal and GHC TK-8 reporting requirements continue to apply.

D. Continued Applicability of Professional Boundaries: Staff/Student Interaction Policy

All requirements as stated in the GHC TK-8 Employee Handbook and Student Policy Manual as they pertain to staff/student interaction policies continue to apply.

V. NO PRECEDENT

This MOU shall not serve as a precedent in any manner, and shall lapse unless extended in writing by the parties.

VI. SIGNATURES:

The parties acknowledge and agree to the above terms including that it does not and will not serve as precedent in any manner.

AGREED:

SUBJECT TO FINAL RATIFICATION OF THE PARTIES:

______________________________                     ________________________________
GHC Representative                     UTLA Representative

Date: ___________________________                     Date: ___________________________