MEMORANDUM OF UNDERSTANDING
BETWEEN MONTEBELLO UNIFIED SCHOOL DISTRICT
AND MONTEBELLO TEACHERS ASSOCIATION (AREA)

School Closure Related to Coronavirus-19/COVID-19 (COVID-19)

March 20, 2020
Amended April 7, 2020
Amended May 5, 2020 (New language is in bold print.)

The Montebello Unified School District ("District") and Montebello Association ("Association") enter this Memorandum of Understanding ("MOU") regarding the school closure related to COVID-19.

The Parties recognize there is a need to close schools ("emergency school closure") and move to an alternative learning plan to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from the Coronavirus during the 2019-2020 school year.

1. Bargaining Unit members shall work remotely for the duration of the emergency school closure. Bargaining Unit members shall check their emails no less than once per day and respond to parents and students accordingly. Should parents or students need to communicate directly with a Bargaining Unit member who is working remotely, the parent or student will email the Bargaining Unit member, and the Bargaining Unit member shall contact the parent or student at a mutually agreeable time. It is recommended the Bargaining Unit members utilize *67 to block their personal numbers if using a personal phone.

2. Bargaining Unit members’ compensation and benefits shall not be reduced as a result of the emergency school closure. Bargaining Unit members who receive stipends (such as extended day activities and per annum situational rates) shall be paid their full stipends in accordance with the collective bargaining agreement.

3. Flexible learning activities shall be provided to students and may include enrichment, engagement, and review. Bargaining Unit members shall determine the means and method of providing distance learning based on their resources and their students’ ability to access the curriculum. Bargaining Unit members may request additional training for the use of technology for the purpose of distance learning. If Bargaining Unit members wish to provide materials in print to students, with prior approval from a member of the Cabinet, the District shall provide for printing and distribution. The activities provided will not require summative assessments or grading.

4. Whenever possible, Bargaining Unit members will attempt to complete report cards for schoolwork prior to the closure. If in the best judgment of the Bargaining Unit member reports cannot be completed, the Bargaining Unit member will not be held responsible.
5. The parties mutually agree to communicate daily and meet as necessary to develop guidelines for the implementation of this MOU. The parties will address implementing guidance from the Los Angeles County Office of Education, California Department of Education, the Office of the Governor, the Department of Public Health, the Center for Disease Control and Prevention, as well as the Federal Department of Education in order to provide equitable and appropriate education for all students, including our students with special needs.

6. Bargaining Unit members who are being evaluated may choose one of three options:
   a. Complete the evaluation
   b. Pause and extend the timeline (with mutual agreement of timeline)
   c. Begin again the following school year

7. Bargaining Unit members shall not be subject to any disciplinary action or evaluated on any lesson planning, implementation, delivery, and/or student assessment associated with distance learning due to the unique circumstances surrounding this crisis. To the greatest extent possible, Bargaining Unit members will continue to abide by the MUSD Ethical and Acceptable Use Policy when working remotely.

8. The District shall submit a "Certification Form for COVID-19 Closure (COVID-19 Closure Form) ", and/or any other waiver for which the District may be eligible, to the California Department of Education (CDE) in order to mitigate the loss of ADA funding.

9. Schools are closed to Bargaining Unit members until the closure is lifted. Upon the State/County/District determination that schools are safe to re-open, the District shall provide all Bargaining Unit members a minimum of one paid workday to prepare for the return to the classroom with students. The District shall ensure that all schools are adequately sanitized before Bargaining Unit members return and shall ensure that all sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closet) are functioning with water and kept stocked with soap and paper towels. The intent of the District is to provide hand sanitizer for every classroom, bathroom, workroom, workstation (for those Bargaining Unit members who do not have a traditional classroom), office, cafeteria, and outdoor area.

10. Each Bargaining Unit member will be offered a minimum of a 3-hour block between April 20 and May 8, 2020 to return to the school and pick up personal and professional materials. Students will be offered an opportunity to pick up essential educational belongings left at schools. Upon request teachers will be notified if a family/student is entering his/her assigned classroom.

   i. District technology and furniture (other than Chromebooks/accessories) must be logged at the front office prior to removal from school.
   ii. District personnel shall accompany any student/family entering a classroom.

11. The District shall comply with Cal-OSHA guidelines.
12. Bargaining Unit members shall not be required to make up adjunct duty or committee assignments missed as a result of the emergency school closure. Adjunct duty, district and/or site committees scheduled during the closure are canceled. Bargaining Unit members will continue to be responsible for adjunct duties that are rescheduled during the 2019-2020 school year pending the end of school closures.

13. Bargaining Unit members shall not have any leave or differential pay deducted during the span of the school closures. Bargaining Unit members who were on paid medical leave prior to the closure must furnish the District with a medical release to resume duties. Once schools reopen, no leave will be deducted from a Bargaining Unit member who is quarantined for Coronavirus for a maximum of fifteen days.

14. The Parties understand the Coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.

15. Bargaining Unit members may begin utilizing the 2020-2021 $200 instructional supply reimbursement in the 2019-2020 school year. (Article XII.3 Wages p. 20)

   a. Bargaining Unit members will complete the District Reimbursement Form for consumable instructional supplies purchased.
   b. Bargaining Unit members will complete the District Reimbursement Form including the Asset Tracking Section for equipment purchased. Any equipment reimbursed by the District is property of the District, and joint ownership does not apply.
   c. The total reimbursement for supplies and/or equipment will not exceed the $200.
   d. The District Reimbursement Form must be sent (e.g., U.S.P.S. or electronically) including all receipts to Finance at the District office for payment and proper asset tracking. The reimbursement form is available on the District website on the Finance page. Reimbursement forms may be turned in until January 31, 2021. The reimbursement will be processed in a timely manner.

   Finance@Montebello.k12.ca.us
   or
   MUSD Finance
   123 S. Montebello Blvd.
   Montebello, CA 90640

16. Teachers will not be required to conduct live video over their objection, pursuant to Education Code Section 51512.

17. Virtual tools shall be used to hold any necessary IEP meetings and to meet and collaborate on a student’s IEP.

   a. Evaluations that require face-to-face assessment or observation will be delayed until school reopens.
b. Evaluations that do not require face-to-face assessment or observation may take place virtually while schools are closed, so long as a student’s parent or legal guardian consents.

18. Zoom training for HIPAA compliance will be available for Bargaining Unit members upon request.

19. No Bargaining Unit member shall be required to participate in an IEP absent any member of the team required by law.

20. Distance Learning activities provided to students will include enrichment, engagement, and review. Students will be “held harmless,” and will not receive a lesser grade than their grade when District schools closed, as a result of engaging in distance learning during this unprecedented time. This aligns with the State Superintendent of Public Instruction's (SSPI) recent statements that assessments should not be used during this time as a summative measure, but rather as a formative measure to gauge instruction and areas where students may need support. Following further guidance from the California Department of Education (CDE), SSPI, or Governor, the parties will meet again to determine additional options for grading to ensure equity.

   a. Elementary students will not receive the traditional year-end report card. The District will send confirmation to each student in June to confirm promotion. Teachers may include comments on the communication using a template furnished by the District.

   b. Intermediate students will receive “pass/no pass” for the second semester.

   c. If the teacher indicated that a student was underperforming and needing intervention prior to entering the next grade, the school administration will contact the students’ family concerning the 2020-2021 grade placement.

   d. Bargaining Unit members who teach students in grades 9-12 will grade “pass/no pass” for the second semester. The District and the Association share in the belief that graduating students should be given ample opportunities to receive credit toward high school graduation.

   e. Any 9-12 grade student may request a letter grade in writing (e.g., email) to the teacher no later than Friday, May 22 in lieu of pass/no pass. The letter grade will be no less than the grade posted on the third quarter report card. The District will inform high school students and families of this policy including the due date.

This MOU shall expire on June 30, 2020, or at the conclusion of this Coronavirus crisis, but may be extended by mutual written agreement.

[Signatures]

District

5-5-2020

Date

Association

May 5, 2020

Date