

**Memorandum of Understanding
Between the
Montebello Unified School District
And the
Montebello Teachers Association
July 10, 2020
Amended August 28, 2020**

1. The Montebello Unified School District ("District") and Montebello Teachers Association ("Association") enter this Memorandum of Understanding ("MOU") regarding Distance Learning for the period of July 1, 2020 through December 31, 2020.
2. In preparation for the 2020-2021 school year, 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. It is the goal of the District and Association to offer in-person instruction to the greatest extent possible. The District will offer distance learning until in-person instruction is safe, as determined by, including but not limited to, providing personal protective equipment, social distancing environment, sanitizing, and disinfectant supplies.
3. Bargaining Unit members shall work remotely first semester (August 12, 2020 through December 18, 2020). The parties agree to meet regarding possible implementation of instructional models (e.g., blended and in-person learning) for the second semester (January 12, 2021 through June 11, 2021.) The parties mutually agree to communicate and meet as necessary to develop guidelines and amendments for the implementation of this MOU including a plan of continuation of delivery services by support personnel (e.g., nurses, counselors, and psychologists.)
4. The parties agree to follow S.B. 98 and all California laws concerning distance learning. (Education Code Section 43503)
5. Distance learning means instruction in which the student and instructor are in different locations and students are under the general supervision of a certificated employee of the District. Distance learning may include, but is not limited to: (Education Code Section 43500)
 - a. Interaction, instruction, and check-ins between teachers and students through the use of a computer or communications technology.

- b. Video or audio instruction in which the primary mode of communication between the student and certificated employee is online interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology.
 - c. The use of print materials incorporating assignments that are the subject of written or oral feedback.
 - d. **Bargaining Unit members will adhere to the District/school schedules. Some flexibility within the structure in order to enhance the educational program will be based on professional judgement.**
 - e. **Approximately half of each student's subject period should be synchronous learning.**
6. Distance learning shall include the following: (Education Code 43503)
- a. Confirmation or provision of access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work.
 - b. Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
 - c. Academic and other supports designed to address the needs of students who are not performing at grade level, or need support in other areas, such as English Learners, students with exceptional needs, students in foster care or experiencing homelessness, and students requiring mental health supports.
 - d. Special education, related services, and any other services required by a student's Individualized Education Program (IEP) with accommodations necessary to ensure that IEP can be executed in a distance learning environment.
 - e. Designated and integrated instruction in English language development including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning.
 - f. Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders.
 - g. If daily live interaction is not feasible as part of regular instruction, the governing board must develop, with parent and stakeholder input, an alternative plan for frequent live interaction that provides a comparable level of service and school connectedness.

7. Each Individualized Education Program (IEP) must include a description of the means by which the IEP will be provided under emergency conditions in which instruction or services, or both, cannot be provided to the student either at the school or in person for more than 10 school days. The description shall include the following: (Education Code Section 56345)
 - a. Special education and related services.
 - b. Supplementary aids and services.
 - c. Transition services, as defined in Section 56345.1
 - d. Extended school year services pursuant to Section 300.106 of Title 34 of the Code of Federal Regulations.
8. The District shall adhere to student participation and absenteeism requirements. (Education Code Section 43504)
 - a. The Bargaining Unit member will document daily participation for each student on each school day, in whole or in part, for which distance learning is provided.
 - i. **The Combined Daily Participation and Weekly Engagement Logs will be provided by District electronically.**
 - ii. **The Combined Daily Participation and Weekly Engagement Logs will be due the following Monday (or the first school day) at 9:00 a.m. for the previous week.**
 - b. Daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between employees of the District and students or parents or guardians. A student who does not participate in distance learning on a school day shall be documented as absent for that school day.
 - c. The District shall ensure that a weekly engagement record is completed for each student documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments.
 - d. A student who does not participate daily in distance learning shall be deemed absent by the District. The District shall use documentation of the absence for purposes of reporting its chronic absenteeism rates in its local control and accountability plan.
 - e. The District shall develop written procedures for tiered reengagement strategies for all students who are absent from distance learning for more than three school days or 60

percent of the instructional days in a school week. These procedures shall include, but are not limited to:

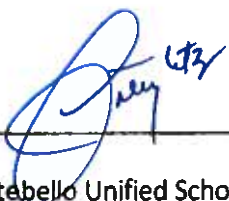

- i. Verification of current contact information for each enrolled student;
- ii. Daily notification to parents or guardians of absences;
- iii. A plan for outreach from the school to determine student needs including connection with health and social services as necessary.

9. Bargaining Unit members will be present during live instruction periods. Bargaining Unit members are not required to conduct live video of themselves (Education Code Section 51512).
10. Bargaining Unit members will be issued hotspots which will be returned to the District. Bargaining Unit members may opt for a \$125 cost offset in lieu of a hotspot. Google Voice will be available upon request.
11. While working under the current distance learning model, Bargaining Unit members shall continue to receive their full compensation and benefits. If extracurricular duties can and are performed, Bargaining Unit members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement.
12. Bargaining Unit members shall not be directed or required to report to the district in person while working under the current distance learning model.
13. Administrators may visit Google Classrooms and Meets with a minimum of one-day prior notice to the Bargaining Unit member.
14. Under the current distance learning model, Bargaining Unit members may access and work from their classroom/office worksite during school hours as they deem necessary. In the event a Bargaining Unit member enters a district worksite, they will sign in and out, have temperature taken and complete the wellness questionnaire. The Bargaining Unit member shall be responsible for following state, county, and local public health recommendations. Bargaining Unit members shall maintain six feet physical distancing between themselves and other individuals and be required to wear a face mask.
15. Bargaining Unit members shall determine the means and method for providing distance learning based on appropriate standards-based instruction and assessments, available core instruction materials, their resources, and their students' ability to access the curriculum. Under the current distance learning model, Bargaining Unit members shall be responsible for planning appropriate standards-based instruction and assessments, responding to parents and students by the next

school day, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow up. (See Appendix A)

- a. **Head Start through High School student Friday schedules will include check in:**
 - i. **Head Start and elementary students will check into their class from 8:30 to 9:30 a.m.**
 - ii. **Intermediate and high school students will check into each class between 8:30 and 9:30 a.m. The school administrator shall produce a schedule for students.**
- b. **All school/district meetings described in Article IV. Hours and Assignments Sections C 1-2 will be held Fridays and will begin no earlier 9:45 a.m. and end no later than 11:45 a.m. with a limit of 5 hours per instructional month.**

- 16. Bargaining Unit members shall develop and post a syllabus with information on accessing the District's Learning Management System (Schoology/PowerSchool), curriculum, virtual standards, contact information, grading policy, and office hours/interactive instruction.
- 17. Bargaining Unit members are expected to work and be available in accordance with Article IV. Hours and Assignments.
- 18. To the greatest extent possible, Bargaining Unit members will continue to abide by Education Code Section 43503 (distance learning) and the MUSD Ethical and Acceptable Use Policy when working remotely. On the occasion that circumstances beyond the control of the Bargaining Unit member occur, no disciplinary action will be initiated.
- 19. Any regular Bargaining Unit member may be paid full salary due to COVID-19 quarantine when the quarantine is an unavoidable obstacle in distance learning. All other absences and leave requests will follow Article XVI. Leave Policy.

	
Montebello Unified School District	Montebello Teachers Association
Date	Date
8-28-2020	8.28.20

**Combined Daily Participation and
Weekly Engagement Log**
Education Code (EC) Section 43504

Section A – Local Educational Agency (LEA) and Class Information

LEA:	Month of:	Certificated Employee:
School Site:	Week of:	Grade Level/Class Title:

Section B – Weekly Assignments

Day of Week	Summary of Assignments/Assessments	Instructional/Assignment Delivery Method	Day of Week	Summary of Assignments/Assessments	Instructional/Assignment Delivery Method
Monday:		In-person Instruction <input type="checkbox"/> Full Day <input type="checkbox"/> Partial Day Video or Online Synchronous Instruction/Assignment <input type="checkbox"/> Full Day <input type="checkbox"/> Partial Day Asynchronous Instruction <input type="checkbox"/> Full Day <input type="checkbox"/> Partial Day	Thursday:		In-person Instruction <input type="checkbox"/> Full Day <input type="checkbox"/> Partial Day Video or Online Synchronous Instruction/Assignment <input type="checkbox"/> Full Day <input type="checkbox"/> Partial Day Asynchronous Instruction <input type="checkbox"/> Full Day <input type="checkbox"/> Partial Day
Non-instructional Day: <input type="checkbox"/>			Non-instructional Day: <input type="checkbox"/>		
Tuesday:		In-person Instruction <input type="checkbox"/> Full Day <input type="checkbox"/> Partial Day Video or Online Synchronous Instruction/Assignment <input type="checkbox"/> Full Day <input type="checkbox"/> Partial Day Asynchronous Instruction <input type="checkbox"/> Full Day <input type="checkbox"/> Partial Day	Friday:		In-person Instruction <input type="checkbox"/> Full Day <input type="checkbox"/> Partial Day Video or Online Synchronous Instruction/Assignment <input type="checkbox"/> Full Day <input type="checkbox"/> Partial Day Asynchronous Instruction <input type="checkbox"/> Full Day <input type="checkbox"/> Partial Day
Non-instructional Day: <input type="checkbox"/>			Non-instructional Day: <input type="checkbox"/>		
Wednesday:		In-person Instruction <input type="checkbox"/> Full Day <input type="checkbox"/> Partial Day Video or Online Synchronous Instruction/Assignment <input type="checkbox"/> Full Day <input type="checkbox"/> Partial Day Asynchronous Instruction <input type="checkbox"/> Full Day <input type="checkbox"/> Partial Day			In-person Instruction <input type="checkbox"/> Full Day <input type="checkbox"/> Partial Day Video or Online Synchronous Instruction/Assignment <input type="checkbox"/> Full Day <input type="checkbox"/> Partial Day Asynchronous Instruction <input type="checkbox"/> Full Day <input type="checkbox"/> Partial Day
Non-instructional Day: <input type="checkbox"/>					

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Section E – Instructions

For distance learning, the minimum instructional day consists of 180 instructional minutes for transitional kindergarten and kindergarten, 230 instructional minutes for grades one through three, 240 instructional minutes for all other grade levels, 180 minutes for students enrolled in continuation high school, and for students concurrently enrolled at least part time in a community college, University of California, or California State University, and shall be based on the time value of assignments as determined, and certified to, by a certificated employee (EC sections 43501 and 43502).

Each LEA shall ensure that a weekly engagement record is completed for each student documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments (EC Section 43504(e)).

Each LEA shall document daily participation for each student on each instructional day, in whole or in part, for which distance learning is provided. A student who does not participate in distance learning for at least part of an instructional day shall be documented as absent for that instructional day. Daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between employees of the LEA and students or parents or guardians. (EC Section 43504(d)).

<p>In Section A enter the following LEA and class information:</p> <ul style="list-style-type: none"> • LEA: Enter the LEA name. • Month of: Enter the first date of the school month for which the Weekly Engagement Records are being generated. • Certificated Employee: Enter the name of the certificated employee/teacher. • School Site: Enter the school site name. • Week of: Enter the weekly date range for which assignments are made and participation was verified. • Grade Level/Class: Enter the grade level or class title. <p>In Section B enter the following weekly assignment information:</p> <ul style="list-style-type: none"> • Day of Week: Enter the date within the weekly date range. If no instruction was provided, select the box next to Non-Instructional Day. • Summary of Assignments/Assessments: List student assignments/assessments for each instructional day. • Instructional/Assignment Delivery Method: Indicate if the instruction or assignments were delivered in person, video or online synchronous, or asynchronous and if full or partial day. If full day is marked, only one instructional/assignment delivery method should be identified. If partial day is marked, more than one instructional/assignment delivery method may be selected. 	<p>In Section C enter the following student daily participation information:</p> <ul style="list-style-type: none"> • Student: List the names of each student in the class. • Daily Participation: For each student for each instructional day, identify if the student participated or did not participate in the instruction/assignments. If the student participated, indicate how student participation was measured. More than one box may be checked. If no participation is verified, the student is absent for the day. <p>In Section D enter the following certification information:</p> <ul style="list-style-type: none"> • Certification: Add in the time value of assignments to those the teacher is certifying. If the teacher is certifying to a full instructional day then input "a full day" into the fillable section. If the teacher is certifying to a specific time value in hours or minutes then input the specific number of minutes or hours being certified to into the fillable section. • Teacher's Printed Name: Print the name of the teacher certifying the record. • Teacher's Signature: The teacher certifying the daily participation and weekly engagement records must sign this section. Certification should include a signature consistent with the approved attendance process in place. If the district or county office of education has received approval for the use of electronic signatures with their attendance system, they are able to sign the daily participation and weekly engagement records electronically as well. • Date: Enter the date that the record is signed.
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