

**Memorandum of Understanding  
Between the  
Montebello Unified School District  
And the  
Montebello Teachers Association  
Return to School 2021-2022**

The District and the Association enter this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 ("coronavirus") impact and return to school.

The parties agree to the following:

1. Bargaining Unit Member Preparation

- a) The District shall designate Friday, August 13 at 11:00 AM on for Bargaining Unit members to prepare their classrooms and workspaces. Bargaining Unit members shall remain at their work location through the end of their Board Day.
- b) Workplace mandated trainings will be distributed electronically no later than 9 a.m. Monday, August 9, and due no earlier than Friday, August 20.
- c) Each school setting will comply with Article XVII. Safety, Security, and Working Conditions Section B.3 (District Warning System Tests) on August 11, 12, or 13 between the hours of 9 a.m. and 2 p.m. The Site Safety Committee Chairperson will be notified in advance of the date and time of the test.
- d) Bargaining Unit members may opt to voluntarily work two additional days prior to beginning of the 2021-2022 school year.
  - i) Each day will be paid at the Bargaining Unit member's per diem rate of pay.
  - ii) The days must occur August 9 through August 10. The District will allow Bargaining Unit members to reschedule factor days calendared August 9 and/or August 10. A new calendar with revised factor days will need to be completed and submitted for administrative approval no later than August 6.
  - iii) The day (assigned hours) will be defined at the Bargaining Unit member's Board Day for the 2021-2022 year.
  - iv) The Bargaining Unit member will determine the day(s) and tasks for each day. Mandated virtual trainings may be completed during these days.
  - v) The above-mentioned additional days shall be worked at their work location.
- e) Instructional Supplies  
A one-time three-hundred fifty dollar (\$350) Instructional Supply stipend will be provided for Bargaining Unit members no later than one hundred and twenty (120) days after the first day of service.
- f) Personal wireless microphone headset and speakers will be provided to Bargaining Unit members upon request.

2. Adherence to Health Guidelines and Orders

- a) The District shall follow the guidelines set by the California Department of Public Health/Los Angeles County Department of Public Health in place at the time.
  - b) The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines.
3. Personal Protective Equipment and Personal Safety
- a) The District shall provide PPE per the guidelines set by the California Department of Public Health/Los Angeles County Department of Public Health in place at the time to all Bargaining Unit members for every day that Bargaining Unit members are required to report to school sites.
  - b) In-lieu of using District-provided PPE, Bargaining 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.
4. Hand Washing Requirements  
Hand sanitizer and/or hand washing locations shall be provided for all personnel.
- a) Every room with a sink shall be stocked with soap and adequate hand drying system.
  - b) Every classroom shall be provided hand sanitizer.
  - c) All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed and prior to the beginning of each day that staff or students are on campus.
5. Food Access for Bargaining Unit members
- a) Bargaining Unit members may bring a personal refrigerator, only if it is placed on the floor and does not pose a hazard during an earthquake.
  - b) Electric cords should be plugged directly into a wall outlet, not daisy chained, and not pose a tripping or safety hazard.
6. School Ingress and Egress Points
- a) Principals shall identify multiple access points to be used for student and parent ingress and egress before and after school.
  - b) The plans will be communicated to all Bargaining Unit members prior to the beginning of the school year and no less than five (5) work-days prior if there are changes.
7. Community and School Interactions
- a) The District shall follow the guidelines set by the California Department of Public Health/Los Angeles County Department of Public Health in place at this time.
  - b) Staff meetings, professional development, committee meetings, district meetings, and parent conferences may be held virtually with administrative approval.
  - c) Evening meetings (e.g., Back to School Night, Meet Your Teacher, Open House) may be held virtually with administrative approval.
  - d) IEP and Section 504 meetings may be held virtually with administrative and I.E.P./504 Team approval.
8. Safe School Buildings
- a) The District shall sanitize all classroom and workspaces daily in accordance with the California Department of Public Health/Los Angeles Department of Public Health guidelines in place at the time.
  - b) Every classroom and workspace shall have an air purifier with a HEPA filter.
9. Accommodations
- a) The District shall comply with the guidelines provided by the American Disability Act /California Fair Employment Housing Act pertaining to interactive accommodations.
  - b) The District shall adhere to the guidelines in accordance with the California Department of Public Health/Los Angeles County Department of Public Health in place at this time.

10. Class Size and Case Loads

- a) For the 2021-2022 school year, effective the second month of school, the District shall make every effort to prevent combination classes. Where combination multi-grade classes are unavoidable, a five hundred dollar (\$500) stipend per each semester, will be paid to the following:
  - i. Bargaining Unit members teaching a general education combination class in TK through grade 5 with more than one grade level of students.
  - ii. Bargaining Unit members teaching a special education class with more than two grade levels.
- b) For the 2021-2022 school year, effective the second month of school, the District shall make every effort to reduce individual class size consistent with the chart below by reassigning students or providing additional teachers. Effective the second month of each semester, Article VIII, Class Size, E. General and Special Education Overage Stipends shall apply as specified.
  - i. General Education and Special Education class size maximums will be honored with no more than three (3) students additional.

Programs	
CLASS SIZE	MAX
<b>Preschool SPED (total for a.m. &amp; p.m.)</b>	<b>15</b>
<b>Head Start</b>	<b>18</b>
<b>Elementary M/Mod</b>	<b>13</b>
<b>Elementary Mod/Sev (ED &amp; Aut)</b>	<b>10</b>
<b>RSP</b>	<b>26</b>
<b>TK-Kindergarten</b>	<b>20</b>
<b>Grades 1-3 Gen Ed</b>	<b>22</b>
<b>Grades 4-5 Gen Ed</b>	<b>29</b>
<b>Grades 6-8 Language Arts, reading, mathematics, science, history/ social science</b>	<b>30</b>
<b>Grades 6-8 other than Language Arts, reading, mathematics, science, history/ social science</b>	<b>37</b>
<b>Intermediate Mild M/Mod</b>	<b>16</b>

<b>Intermediate Mod/Sev</b>	<b>13</b>
<b>Intermediate ED &amp; Aut</b>	<b>13</b>
<b>Intermediate Low Functioning (SDC Moderate)</b>	<b>16</b>
<b>Intermediate RSP per classroom setting</b>	<b>25</b>
<b>Comprehensive H.S., Community Day School, Continuation HS Mild/Mod</b>	<b>19</b>
<b>Comprehensive H.S., Community Day School, Continuation HS Mod/Sev</b>	<b>15</b>
<b>Contract Independent Study SPED</b>	<b>24</b>
<b>Comprehensive H.S., ED</b>	<b>15</b>
<b>Comprehensive H.S. Adult Transition (SDC Moderate)</b>	<b>16</b>
<b>Comprehensive H.S. Low Functioning (SDC Moderate)</b>	<b>15</b>
<b>Contract Independent Study Gen Ed</b>	<b>28</b>
<b>Grades 9-12 Language Arts, reading, mathematics, science, history/ social science</b>	<b>31</b>
<b>Grades 9-12 other than Language Arts, reading, mathematics, science, history/ social science</b>	<b>39</b>
<b>CASELOADS</b>	<b>MAX</b>
<b>Visual Impairment</b>	<b>18</b>
<b>Orientation and Mobility Specialist</b>	<b>18</b>
<b>Speech and Language Specialist</b>	<b>55</b>
<b>Adaptive Physical Education</b>	<b>65</b>
<b>Counselors</b>	<b>350</b>
<b>Psychologist</b>	<b>65</b> Assessment

This MOU is based on unique facts and circumstances and is not intended to be precedent setting and is therefore executed with prejudice.

This MOU shall expire in full without precedent on June 30, 2022, unless extended by mutual written agreement.

Paul Chavez  
Paul Chavez, MTA

7/30/2021  
Date

~~CORRECTIONS~~  
8/2/2021

Zepure Hacopian  
Zepure Hacopian, MUSD

07-30-2021  
Date

corrections 8-2-2021