

Memorandum of Understanding
Alhambra Teachers Association
and
Alhambra Unified School District
2020-2021 Distance Learning/COVID-19

In preparation for the 2020-21 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 public health officials to prevent illness and further spread the virus. The parties recognize that schools are critical to daily life and that collaboration between local public health, education officials, and educators is the best means to determine and balance competing concerns surrounding school reopening decisions.

The District and ATA agree to open the 2020-2021 school year in 100% Distance Learning model, and the District will abide by the health and safety guidance from the Centers for Disease Control and Prevention ("CDC"), California Department of Public 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 Department of Public Health ("LACDPH"), as of the date of the signing of this MOU. The intention is to transition from a Distance Learning model to a Hybrid Learning model in accordance with guidance from the Centers for Disease Control and Prevention ("CDC"), California Department of Public 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 Department of Public Health ("LACDPH").

Advance notice of at least ten (10) work days shall be provided for staff after the School Board has approved a transition into Hybrid Learning Model prior to the implementation (except when mandated by the State or County for immediate implementation). The understanding is that instruction would continue during this time period.

The District and ATA recognize that all provisions of the California Education Code are still applicable during 100% Distance Learning and the Hybrid Learning Model. All provisions of the ATA/AUSD collective bargaining agreement (unless otherwise specified below) are also still applicable.

Distance Learning

- 1.06 All teachers will provide synchronous and asynchronous instruction/services and content five days per week through distance learning. The lesson design and type of instruction provided shall be at the discretion of the classroom teacher.

- 1.06.1 All content shall be aligned to grade level standards that are provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
- 1.06.2 All students will receive 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 and consistent with this Memorandum of Understanding.
 - 1.06.2.1 This daily live interaction shall be designed to meet the needs of students at the discretion of the classroom teacher.
 - 1.06.2.2 If daily live interaction is not feasible as part of regular instruction, all stakeholders shall develop an alternative plan.
- 1.07 Academic and other supports in distance learning shall be offered and designed to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English Learners, pupils with exceptional needs, pupils in foster care or experiencing homelessness, and pupils requiring mental health support. Support may be provided by the classroom teacher, other certificated staff, and/or classified staff.
- 1.08 According to *Education Code 43501* as amended by SB98 the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-12 (240 daily minutes), and Continuation High School (180 daily minutes) are in effect for the 2020-2021 school year.
 - 1.08.1 When providing distance learning, academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction shall all be combined to meet the daily minimum minutes per grade level. Daily lesson plans, assessments, and instructional methodologies used shall be at the discretion of the classroom teacher.
- 1.09 Bargaining unit members shall utilize the district-assigned online platform(s). They shall determine the means and methods for providing distance learning based on appropriate standards-based instruction, their resources, and their students' abilities to access the curriculum. Bargaining unit members shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, 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. Classroom teachers are expected to regularly update grades and/or give feedback to students. "Regularly" is defined as at least once per week.

- 1.10 Except for office hours and/or interactive instruction, bargaining unit members shall set their schedule asynchronously. Bargaining unit members are expected to work and be available during their normal contractual work hours and workdays. To provide students and parents with consistency and to avoid conflicts, office hours/interactive instruction shall be scheduled during the same times each week. Bargaining unit members shall have time each week designated to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms.
- 1.11 Interactive instruction should include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and provides the bargaining unit member opportunities to provide the student encouragement and feedback.
- 1.12 Bargaining unit members providing service in a total (non-hybrid) distance learning model may work remotely or may access and work from their assigned classroom/office workspace during regular school hours as they deem necessary. In the event a bargaining unit member reports to a district worksite, they shall be responsible for following all safety and health requirements.
- 1.13 Any recording of live/synchronous virtual instruction is required to have the consent of the teacher and the principal. The District will inform students and families that any recorded virtual instruction is not to be shared outside of the academic setting without explicit permission. The district will also provide guidelines to students and families for virtual instruction norms and expectations.

Distance Learning Accountability Requirements

- 1.14 The District and certificated employees shall work together to document daily participation and attendance for each pupil on each school day, in whole or in part, for which distance learning is provided. A pupil who does not participate in distance learning when assigned to do so shall be documented as absent by the distance learning teacher.
- 1.14.1 Evidence of daily student participation in distance learning shall be obtained using:
- 1.14.1.1 evidence of participation in online activities;
 - 1.14.1.2 completion of regular assignments and/or assessments; and
 - 1.14.1.3 contacts between employees of the District and pupils or parents or guardians.
- 1.14.2 The District and certificated employees shall ensure that a weekly engagement record is completed for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments.

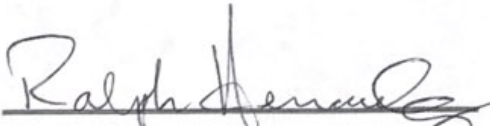
1.14.3 The District shall develop written procedures for tiered reengagement strategies for all pupils who are absent from distance learning for more than three school days or 60% of the instructional days in a school week. Certificated employees should make contact with those pupil's parents or guardians. Administrators and classified staff will provide assistance if teachers have made multiple unsuccessful efforts to contact parents.

1.14.4 Classroom teachers shall regularly communicate with parents and guardians regarding a pupil's academic progress consistent with established practices and procedures for traditional in-person learning.

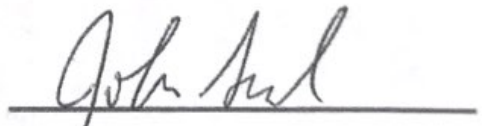
The District and Association agree to meet and come to an agreement by August 6, 2020, to bargain a separate MOU addressing Special Education concerns during the continuing pandemic. Both sides agree the August 6, 2020 deadline may be extended by mutual agreement. No bargaining unit member will be required to meet or conduct in person assessments with students prior to August 17, 2020.

District and Association agree to meet prior to August 12, 2020 to discuss and work to finalize; Evaluation, Hybrid Model, Safety and Leaves Language.

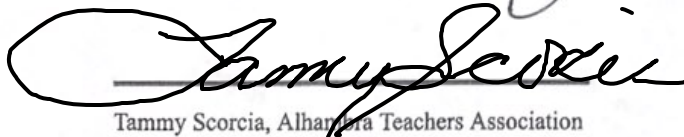
The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of this MOU and to engage in additional bargaining over changes in working conditions as necessary as well as to make any necessary changes consistent with local, state, and federal mandates.



Ralph Hernandez, Alhambra Teachers Association



John Scanlan, Alhambra Unified School District



Tammy Scorgia, Alhambra Teachers Association

____ 8/4/20 _____

Date