

Memorandum of Understanding Between

Ontario-Montclair School District
And
Ontario-Montclair Teachers Association

School Opening Related To Coronavirus-19 (Covid-19)

July 10, 2020

The Ontario-Montclair School District and Ontario-Montclair Teachers Association (OMTA), collectively “Parties”, enter this Memorandum of Understanding related to learning and teaching in the midst of the COVID 19 pandemic. The Parties recognize the need to open schools and move to an online learning program to allow for social distancing as recommended by public health officials. This is in order to prevent the spread of illness arising from the novel Coronavirus (COVID-19) during the 2020-2021 academic year.

The District and OMTA agree as follows:

Districtwide Online Learning

In the event of a school closure, the entire district will commence with the online learning model only and the following will apply:

Distance learning shall include all of the following based on SB98:

- (1) Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
- (2) Academic and other supports 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 supports.
- (3) Special education, related services, and any other services required by a pupil’s individualized education program pursuant to Section 56341, including the requirements of subparagraph (A) of paragraph (9) of subdivision (a) of Section 56345, with accommodations necessary to ensure that individualized education program can be executed in a distance learning environment.
- (4) Designated and integrated instruction in English language development pursuant to Section 11300 of Title 5 of the California Code of Regulations for English learners, 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.

- (5) Students will have 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.

Online Model

Online learning occurs when the learner and instructor, or source of information, are separated by time and distance and therefore cannot meet in a traditional physical classroom setting. Instruction is delivered via a variety of online learning platforms and includes both synchronous and asynchronous learning.

- Prior to the start of school teachers will provide administrators with their daily schedule by content area and updated as needed. Administrators will continue to have access to all instructional learning platforms and meetings.
- Teachers are expected to respond physically to work 5 days a week. Teachers who have underlying conditions or require reasonable accommodations, may result in flexible options. Additionally, site administrators will consider flexibility when requested by the teacher.
- Teachers will provide both synchronous and asynchronous instruction actively engaging students within their instructional day.

Instructional Minutes

Instructional minutes for the online model will follow the provided Governor or legislative guidelines. These times include but are not limited to the following: screen time, extended learning activities, reading, and other activities per grade level.

- PreSchool : 180 minutes daily
- TK/K: 180 minutes daily
- 1/2/3: 230 minutes daily
- 4/5/6: 240 minutes daily
- 7/8: 240 minutes daily

Office Day

This Office Day provision for certificated staff will enable students to engage in a physical and remote learning schedule. The Office Day will be assigned by middle schools and their feeder elementary schools. Each cluster will have a different day of the week as an Office Day (See chart below). Preschool designated day is the same as the chart below.

- The **X** represents am/pm sessions. The day of the week each cluster school has as an Office Day will be the day physical education takes place at the elementary schools.

Monday	Tuesday	Wednesday	Thursday	Friday
Wiltsey Arroyo Corona De Norte Lincoln Mariposa	X	X	X	X
X	De Anza Vina Danks Edison Berlyn Bon View Euclid Hawthorne Sultana	X	X	X
X	X	Oaks Central Haynes Howard Mission Vista Grande	X	X
X	X	X	Vernon Vineyard Buena Vista El Camino Elderberry Kingsley	X
X	X	X	X	Serrano Lehigh Monte Vista Montera Moreno Ramona

- Office Days shall be used for school related functions (e.g. Staff Meetings, Professional Development, PLC's, Parent Contact, Preparatory periods, student enrichment, IEPs, small group instruction, etc.). Each Office Day shall consist of the following:

Elementary:

1. Instructional Time: Teacher will provide 1.0 hour of instruction (e.g., small group instruction, intervention, whole class, enrichment, etc.).
2. Teacher PE Prep Time: Not to exceed 2.0 hours (e.g., preparation for classes, prep of teaching materials, etc).
3. Additional Teacher Prep time: 1.75 hours (e.g., preparation for classes, prep of teaching materials, conferences with staff, administration and parents).

4. Principal/Supervisor Directed Time: Not to exceed 2.0 hours of site, grade, department, District level meetings (e.g. staff meetings, professional development, PLC's, SST's, IEP's).

Middle:

1. Instructional Time: At the middle school, staff will provide two 1.0 hour (2 hours) instruction/enrichment (e.g., small group instruction, intervention, whole class, enrichment, etc.).
2. Teacher Prep Time: Not to exceed 2.75 hours (e.g., preparation for classes, prep of teaching materials, conferences with staff, administration and parents).
3. Principal/Supervisor Directed Time: Not to exceed 2.0 hours of site, grade, department, District level meetings (e.g. staff meetings, professional development, PLC's, SST's, IEP's).

SPED (SDC):

1. Instructional Time: Teacher will provide 1.0 hour of instruction at the elementary level and two 1.0 hour at the middle level (2 hours) instruction/enrichment (e.g., small group instruction, intervention, whole class, enrichment, etc.).
2. Teacher PE Prep Time: Not to exceed 2.0 hours (e.g., preparation for classes, prep of teaching materials, assessments, etc.)
3. Additional Teacher Prep Time: 1.75 hours at the elementary and .75 at the middle (e.g., preparation for classes, prep of teaching materials, assessments, conferences with staff, administration and parents).
4. Principal/Supervisor Directed Time: Not to exceed 2.0 hours of site, grade, department, District level meetings (e.g. staff meetings, professional development, PLC's, SST's, IEP's).
5. Staff Meetings: may be held virtually or in person in accordance with public health recommendations for social distancing which may include, but not limited to, a minimum of six (6) feet of physical distance between all employees for the duration of the meeting, entering/leaving the meeting, and proper PPE.

SPED (RSP/SLP/APE/DHH/VI)

1. Teacher Prep time: 5.75 hours (e.g., preparation for classes, prep of teaching materials, assessment, conferences with staff, administration and parents).
2. Principal/Supervisor and the unit member, unit members may request to be excused from the principal directed time. Meeting time not to exceed 1.0 hour of site, grade, department, District level meetings (e.g. staff meetings, professional development, PLC's, SST's, IEP's).

3. Staff Meetings: may be held virtually or in person in accordance with public health recommendations for social distancing which may include, but not limited to, a minimum of six (6) feet of physical distance between all employees for the duration of the meeting, entering/leaving the meeting, and proper PPE.

Special Education

- Special Education Teachers and Related Service Providers will provide continuity of learning and services through online synchronous/asynchronous learning environments and learning resources, as appropriate, so special education students have the same learning opportunities as other students to the greatest extent possible.
- Where not required, teachers and service providers may utilize district level support to develop weekly lesson plans to service students and access resources.
- RSP/SLP/APE/DHH/VI teachers/related service providers will administer service for days 1-4, to students in the on-line model and provide instruction to the *greatest extent possible*. On the 5th office day (referenced above).
- SDC teachers (gr. PK-8) instructional hours will be commensurate with the minimum minutes of instruction required on SB 98 for Days 1-4. All SDC teachers will have the 5th office day (referenced above).
- Adaptive PE teachers will provide moderate to severe students with physical limitations Physical Education services on the fifth day.
- Only Related Service Providers will maintain their typical service logs.
- IEP Meetings may be held both virtually in person with required social distancing practices. Unit members attendance may be by phone/audio/visual/in person.
- If needed, the district will provide service providers with a partition to be utilized during assessments with students to ensure safe and precautionary measures.
- The parties agree to implement guidance from the California Department of Education and U.S. Department of Education in order to provide equitable and appropriate education for students, including English learners and those with special needs.
- Special education teachers will work collaboratively with core content teachers to adapt lessons to meet the needs of special education students and ensure lessons and activities are deemed necessary and appropriate, as documented in the student's IEP. Enrichment activities and lessons will take into consideration the health, safety and well-being of all students and staff.
- The parties agree that the school-based multi-disciplinary IEP team, along with the parent or guardian, is in the best position to make decisions related to the social, emotional, and academic development of the student.
- Counselors may provide virtual or telephone appointments to students for social, emotional and academic counseling, monitoring, and guidance. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as appropriate, so long as the privacy of employees, students, and/or families can be guaranteed.

- SLP/APE/DHH/VI teachers/related service providers may provide individual and/or group virtual lessons. These lessons may be conducted by telephone, or other virtual platforms, as appropriate.

Leaves

At risk members who are unable to return to work due to secondary COVID related issues or who provide documentation of an underlying high-risk condition or reside with someone with documentation of an underlying high-risk condition, may exercise COVID and/or other available leave (e.g., medical, family, personal). They should contact their immediate supervisor and leave technician in Human Resources to initiate the leave process.

2020-2021 Calendar: Preparation Time

The preparatory day on May 21, 2021 shall be exchanged for August 6, 2020. The official school year for students will start on August 7, 2020. The first four (4) preparatory days of the work year will be reserved for the beginning of the year staff meeting (zoom recommended), staff planning, preparation of learning materials, and professional development. May 21, 2021, shall be a 100% independent study day with students working from their home, as well as, the teachers last work day.

Term of Agreement / Agreement to Meet & Negotiate

The Terms of this agreement shall sunset on June 30, 2021.

However, the parties realize and understand that COVID 19 pandemic situation is very fluid and mutually agree to meet within ten (10) work days, unless mutually agreed upon by both parties:

Review the provisions of this MOU agreement based on any new guidance from the California Department of Education (CDE) and/or any Federal, State, or Local laws/directives that impact matters within the District and/or scope of representation.

All components of the current CBA not addressed by the terms of this MOU shall remain in full effect.

The provisions of this agreement shall not be modified and/or changed unless both parties mutually agree.

This Memorandum of Understanding shall not be precedent setting nor form any biases for a past practice.

The undersigned represent that they are authorized to execute this MOU.

Ontario-Montclair School District:

Ontario-Montclair Teachers Association:



Hector Macias July 10, 2020
Asst. Supt. Human Resources/Date



John Egan July 10, 2020
President/Date