

MEMORANDUM OF UNDERSTANDING
BETWEEN
WHITTIER CITY SCHOOL DISTRICT
AND
WHITTIER ELEMENTARY TEACHERS ASSOCIATION
REGARDING COVID-19, CORONAVIRUS
April 2, 2020

This memorandum of agreement is between the Whittier City School District and Whittier Elementary Teachers Association (WETA) concerning the District's response to the COVID-19 (coronavirus) pandemic.

The District and WETA recognize the importance of maintaining safe facilities and operations for the benefit of the students, teachers, staff and community served by the District. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to, or infected with COVID-19. Care will be taken to identify potential exposure and prevent the spread of the virus. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.

The District and WETA agree as follows:

1. Unit members will be notified by email or phone about any school dismissals and/or closures, including any decisions to extend school closures once they commence.
2. The District will inform WETA as soon as possible should it learn of a confirmed COVID-19 infection of a District employee or student and will identify the campus or worksite said infection was found.
3. The District will provide training and resources to its employees in public health measures, hygiene and sanitation to help prevent the spread of the virus.
4. The District will ensure that its facilities have the necessary supplies for preventive sanitation measures such as soap and water, disposable towels or tissues, and hand sanitizer.
5. Districts will comply with Cal-OSHA guidelines.
6. Employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus or those with medical proof of susceptibility to the virus, shall be allowed to self-quarantine at no loss to individual leaves or pay and will work remotely when applicable. Proof of susceptibility will be provided to Human Resource as soon as feasible.
7. In the event any District facility must be closed or any District operations are curtailed due to COVID-19, WETA bargaining-unit employees will not suffer any loss of pay or

benefits relative to their regular schedules for the period of closure or curtailment for 2019/2020 school year.

8. During site and/or district closure, employees will work as needed remotely as determined by the Superintendent or designee. Employees shall not be directed or required to report to the district while the schools are closed to students. In the event the closure ends and it is safe to return, staff may be required to report to the site to prepare for the return of students, only after it has been determined that every school site has been properly disinfected prior to staff returning.
9. All employees will be on-call and will work remotely to complete essential functions, provide instruction, resources and/or support(s) to students and families as assigned by their Principal or designee, or by the Superintendent or designee, as applicable.
10. The District will follow state guidelines to Request for Allowance of Attendance Due to Emergency Conditions waiver to the CDE to mitigate the loss of funding due to lower than normal Average Daily Attendance. If the waiver is denied or the state requires students to make up days for the 2019-20 school year, the parties will negotiate make-up student instructional day(s) up to the number of school closure days.
11. During an extended school closure, the District, with consultation from WETA bargaining members, will create a distance learning plan per the recommendation of local and state authorities. The plan will include but not limited to, on-line instruction, special education and related services, student feedback, teacher collaboration, parent communication, and professional development including use of on-line resources and distance learning.
12. School sites will be disinfected as a precautionary measure prior to return of staff or students.

The Association and District reserves the right to negotiate any additional impacts of school closures in the 2019-20 school year including any changes to funding.


This MOU shall expire in full without precedent on June 5, 2020, unless extended by mutual written agreement.



Dr. Maria Martinez-Poulin, WCSD Superintendent

4-2-2020

Date



Alejandro Vogel, WETA Vice President

4-2-2020

Date