

**Memorandum of Understanding
Between
Whittier City School District
And the
Whittier Elementary Teachers' Association**

The Whittier City School District ("District") and Whittier Elementary Teachers' Association ("WETA") enter this Memorandum of Understanding regarding distance learning related to the COVID-19 coronavirus pandemic. The District and the Association share the primary goal of high-quality continuity of education for each student. The purpose of this document is to support Bargaining Unit members and administrators as they work toward implementation of a high quality online distance learning program. The distance learning online platform will incorporate the recommended guidelines provided by EDUCATION CODE 43500-43509.

SAFETY

1. The District and Association agree on the importance of the health and safety of the District's students, staff, and school communities. The District will adhere to the procedures and protocols outlined in the Whittier City School District's Reopening Plan. The reopening plan follows expert advice from health organizations including the Center for Disease Control and Prevention (CDCP), the California Department of Public Health (CDPH), the Los Angeles County Department of Public Health (LACDPH) as well as information gathered from the Los Angeles County Office of Education (LACOE). The plan provides a framework that details actions for each area and resources for each of our schools and departments. The goal is to work together to stop the spread of COVID-19 and maintain the health and safety of our students and staff throughout the District. Actions are in place to address health and safety concerns including:
 - Healthy Hygiene Practices
 - Contact Tracing
 - Hand Washing Guidance
 - Preventive Practices
 - Face Mask and Face Shield Protocols
 - Cleaning, Disinfection and Ventilation
2. The District shall provide Personal Protective Equipment (PPE) to all Bargaining Unit members including masks, shields, gloves, and hand sanitizer. Bargaining Unit members shall not be required to bring their own PPE. 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 as the PPE provided by the district.
3. Face coverings are required to be worn properly at all times by all Bargaining Unit members entering the school grounds. Face coverings are required to be worn both indoors and outdoors while on the school campus and district office, per the LACDPH mandates.
4. Hand washing requirements will be implemented and reinforced per the guidelines listed in the Reopening Plan. All Bargaining Unit members shall be required to wash their hands or use hand sanitizer upon entering a site. Every room with a sink shall be stocked with soap, paper towels and

hand sanitizer. Non-classroom workspaces and common spaces shall be provided with hand sanitizer.

5. Consistent with federal, state, and local public health officer guidelines, all Bargaining Unit members shall be trained in reinforcing the importance of health and safety practices and protocols, physical distancing requirements and proper use of PPE.
6. Upon verification, the District will notify the Association of known, COVID-19 cases within the district. The district will provide updates to the association regarding changes to COVID-19 protocols and mandates.
7. Due to the evolving nature of the pandemic, the Association and the District reserve the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed due to changes in mandates by the LACDPH.

DISTANCE LEARNING

8. The District and Association agree to follow mandates for Distance Learning associated with SB 98 (Ed. Code 43502-43503) and will collaborate to ensure equity and access to high quality distance learning for all students.

EDUCATION CODE 43501.

For the 2020–21 school year, the minimum school day for a local educational agency is as follows:

- (a) 180 instructional minutes in kindergarten.
- (b) 230 instructional minutes in grades 1 to 3, inclusive.
- (c) 240 instructional minutes in grades 4 to 12, inclusive.

EDUCATION CODE 43502 (e)(2)

(2) For distance learning, instructional time shall be based on the time value of assignments as determined, and certified to, by an employee of the local educational agency who possesses a valid certification document, registered as required by law.

EDUCATION CODE 43503 (b)

Distance learning shall include all of the following:

- (1) Confirmation or provision of access for all pupils to connectivity and devices adequate to participate in the educational program and complete assigned work.
- (2) Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
- (3) 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.
- (4) 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.
- (5) 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.

(6) 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. If daily live interaction is not feasible as part of regular instruction, the governing board or body of the local educational agency shall develop, with parent and stakeholder input, an alternative plan for frequent live interaction that provides a comparable level of service and school connectedness.

EDUCATION CODE 43504 (d)

(2) For purposes of this section, 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 local educational agency and pupils or parents or guardians.

(e) Each local educational agency 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.

9. Bargaining Unit members shall comply with the agreed upon schedules. If a bargaining unit member needs an adjustment to their schedule, it will be agreed upon by the bargaining unit member and site or district administrator.
10. 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, 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 and families, regularly monitoring student work completion and participation, providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow-up.
11. Bargaining Unit members shall develop and post a weekly schedule/agenda for students and parents that will include information such as daily live interaction, instruction and asynchronous activities, accessing curriculum, netiquette standards, contact information, grading policy, and office hours/interactive instruction.
12. The District and the Association agree to have a designated day to engage in professional development, preparation time, collaboration, team meetings, grade-level meetings, and or site-meetings.
13. Special Education Bargaining Unit members will provide synchronous and asynchronous services per students' IEP.

EDUCATION CODE 43509 (f) (1)

(B) Plans for a distance learning program, including all of the following:

(i) How the school district, county office of education, or charter school will provide continuity of instruction during the school year to ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery. This shall include a plan for curriculum and instructional resources that will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.

14. In order to provide equity, access and continuity of instruction for all students, including those who cannot access daily instruction, bargaining unit members will provide recorded lessons and can choose between providing pre-recorded content or recorded live videos of their daily instruction.
15. Upon written request, Bargaining Unit members who opt to work from home and are in need of Internet access, may receive a one-time payment of \$75. Google Voice will be available upon written request.
16. Bargaining Unit members shall not be directed or required to report to the district in person while working under the current distance learning model.
17. While working under the current distance learning model, Bargaining Unit members shall continue to receive their regular compensation and benefits. If extracurricular duties can and are performed, as determined by the site or District, Bargaining Unit members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement.
18. Unit Members who are unavailable to work remotely due to illness not related to COVID-19, must use available sick time and/or appropriate leaves in accordance with the collective bargaining agreement and Whittier City School District Board Policies. Qualifying Unit members unavailable to work remotely due to related issues to COVID-19 will be covered by the expanded FMLA under the Families First Coronavirus Response Act (FFCRA).
19. Bargaining unit members who work remotely from home will be allowed to have access to necessary classroom equipment and supplies in order to provide distance learning, including but not limited to technology, laptop computers, display boards, headphones and any other items normally provided during in-person learning. Bargaining unit members may use necessary equipment and supplies from home and will not be liable for damage due to normal use of equipment for work-related purposes.

EXPECTATIONS

20. Bargaining Unit Members may choose to provide a quality distance learning program either from their school site or remotely.

EDUCATION CODE 43504 (d)

(1) Each local educational agency shall document daily participation 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 on a school day shall be documented as absent for that school day.

(2) For purposes of this section, 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 local educational agency and pupils or parents or guardians.

21. When a Bargaining Unit member enters a district worksite, they will utilize the point of entry designated for staff only.
22. Prior to reporting to a site or district office, the Bargaining Unit member will complete the Self-Certification utilizing the online application.
23. 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 will be required to wear a face mask.
24. The District and the Association agree to meet and confer as requested by either party to discuss schedules, textbooks, curriculum, educational methods, standards, assessments, with the goal of evaluating the instructional models being used and to improve student learning outcomes. The WETA President or designee will select up to six members to represent the issue to be discussed.
25. The District shall prepare a "Learning Continuity and Attendance Plan" for the 2020-2021 school year in consultation with and reflecting meaningful input from students, the Association, and parents. The District shall provide a copy of the "Learning Continuity and Attendance Plan" in draft format at least 24 hours prior to adoption of the plan by the Board of Trustees.
26. Due to the unique circumstances of the distance learning model, Bargaining Unit members assigned to teach a general education, combination class at the elementary level, will be provided one (1) hour of support teacher time for math, Monday through Thursday.
27. During implementation of the distance learning model, formal evaluations will be suspended for Bargaining Unit members with the exception of Probationary and Temporary teachers.
28. Upon transition from the distance learning model, Bargaining Unit members will have two regular work days to prepare. During these days, Bargaining Unit members will provide 30 minutes of live interaction to students per day, with the remaining required instructional minutes provided asynchronously. For Bargaining Unit members that will continue to provide Distance Learning instruction, they will be required to abide by the agreed Distance Learning Schedule.

The District and Association share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.

All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this agreement shall remain in full effect. This agreement is a non-precedent setting.

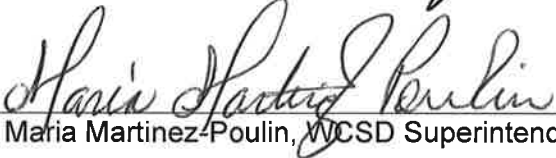
This MOU resolves the negotiable effects of distance learning due to COVID-19. The District and/or Association reserve the right to negotiate any additional impacts related to COVID-19 and/or distance learning in the 2020/21 school year.

This MOU shall expire in full without precedent on December 31, 2020 unless extended by mutual written agreement between WETA and the District or by termination of the Distance Learning model by the Whittier City School District Board of Education, or changes to mandates by the CDE, CDPH and/or LACDPH.



Alejandro Vogel, WETA Bargaining Chair

August 6, 2020
Date



Dr. Maria Martinez-Poulin, MCSD Superintendent

Aug. 6, 2020
Date