

**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 into this Memorandum of Understanding regarding the return to in-person instruction utilizing a Hybrid Model.

**1. Safety**

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 Guidebook for Reopening Schools 2020-2021 (revised 2/24/21), and the District's COVID-19 Safety Plan (version as of 3/9/21). 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), and the Los Angeles County Department of Public Health (LACDPH). The plan provides a framework that details actions for each area and resources for each of our schools and departments.

The Whittier City School District is committed to minimizing the risk of exposure to COVID-19. In accordance with Title 8 of California Code of Regulations, Section 3203, the District established and implemented an Injury and Illness Prevention Program Addendum: COVID-19 Infection Prevention & Control Program (CPP) (revised 1/28/21) to protect employees from workplace hazards, including infectious diseases. The Injury and Illness Prevention Program outlines the procedures and policies required to minimize exposure and respond appropriately should suspected exposure or cases occur within the District, and includes the following:

- Identification and evaluation of Covid-19 hazards
- Employee participation
- Screening practices
- Correction and Control of COVID-19 Hazards
- Physical distancing measures
- Face Coverings
- Engineering Controls
- Cleaning and Disinfecting
- Personal Protective Equipment

- Healthy hygiene practices
- Investigating and responding to COVID-19 cases
- Systems for communicating illness, exposures, outbreaks and cleaning protocols
- Training and instruction
- Exclusion of COVID-19 cases
- Reporting, recordkeeping and access
- Return to work criteria

#### Injury and Illness Prevention Program Summary of Safety

The District and Association understand that guidance and mandates from CDPH and LACDPH are amended frequently. Both parties agree that changes to the District's Safety plan mandated by these entities, supersedes the safety items in this MOU and the District's safety plans.

The District will provide the Association with updates from LACDPH. The District and Association will review and discuss changes to requirements and/or recommendations and updates to ensure a common understanding. Changes to the recommendations from the LACDPH, which affect Unit Member's working conditions, may be negotiated.

Safety Protocols listed below is partial, but pertinent information as outlined in the WCSD COVID-19 Safety Plan:

1. Unit members shall inform supervisors and/or human resources, without fear of reprisals, of any Covid symptoms, possible Covid exposure, and any potential hazards at the workplace.
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. 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. Trainings may include but not limited to:

- a. Behavior issues such as students refusing to wear masks, eloping, etc.
  - b. Toileting
  - c. Students with special needs
5. 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.
6. When a Bargaining Unit member enters a district worksite, they will utilize the point of entry designated for staff only.
7. School sites shall identify multiple access points to be used for student and parent entrance and exit before and after school. Each site will determine how to designate the system of flow of each.
8. Prior to reporting to a site or district office, the Bargaining Unit member will complete the Health Certification utilizing the online application and will participate in on-site self screening temperature checks.
9. Bargaining Unit members shall maintain six feet physical distancing between themselves and other individuals and will be required to wear a face mask or clear masks. Unit members will be provided with clear masks upon request.
10. Employees who have contact with others are offered, at no cost, an appropriate face mask that covers the nose and mouth. The mask must be worn by the employee at all times during the workday when in contact or likely to come into contact with others. Employees who have been instructed by their medical provider that they should not wear a face mask must wear a face shield with a drape on the bottom edge, to be in compliance with State directives, as long as their condition permits it. A drape that is form fitting under the chin is preferred. Masks with one-way valves must not be used.
11. The District shall comply with the following hand washing requirements:
  - Non-classroom and/or workspaces such as common spaces, including offices, workrooms, conference rooms, libraries, multi-purpose rooms, locker rooms, weight rooms, etc., shall be provided hand sanitizer.
  - Hand sanitizer will be provided at each designated student/parent and staff entrance and exit.
  - Where food is consumed on campus, hand sanitizers shall be provided on the playground areas and/or designated nutrition area at each site for supplemental reinforcement of safe hygiene practices.
  - Hand sanitizers shall be provided at each teachers' lounge and classrooms on all school campuses.
  - The District will keep all functioning sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closets) operational and stocked with soap and paper towels. In the event that a sink stops functioning properly, it shall be repaired within 24 hours, if the parts are available,

and if not repaired within 24 hours, the District will ensure that the classroom is supplied with sufficient hand sanitizer and disinfectant wipes.

- All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed and prior to the beginning of each day that staff or students are on campus.
- Students eating snacks inside classrooms and/or workspace will be at teachers' discretion.

## 2. Physical Distancing

1. Maximum number of students and employees permitted in a facility to ensure physical distancing of at least 6 feet, or with appropriate physical barriers where 6 feet of distancing is not possible (under no circumstances should distance between student seating be less than 4 feet).
2. The District shall calculate the viable maximum capacity of all workspaces and classrooms while maintaining physical distance requirements. And will post maximum capacity in each classroom.
3. Classroom furniture is set up to ensure 6 feet between students at their desks/tables and between students and teachers (placement of desks/tables, use of floor markings to indicate required distance, etc.) to the extent feasible. Where 6 feet of distance is not possible, physical barriers are used to minimize close contacts. Under no circumstances should distance between student seating be less than 4 feet. All workspaces shall be measured and marked to maintain the physical distancing requirement prior to the start of the opening of campuses to staff and students.
4. No unit member shall be directed to violate the minimum of six (6) feet of physical distancing requirement with the exception of areas where 6 feet of distance is not possible and physical barriers are used to minimize close contacts. Bargaining unit members may use their discretion in unusual circumstances, such as a safety issue involving a student.
5. Legally mandated assessments may be held outdoors or an alternative setting. Enhanced PPE, barriers, and equipment will be provided.
6. To adhere to physical distancing, and arrival and dismissal protocols, all unit member-parent communication will be done by virtual means, unless the bargaining unit member consents to a face-to-face meeting.
7. Tape or other markings on the floor, at least six feet apart, shall be placed in areas where lines may form and on walkways with signs directing occupants to use the markings to maintain appropriate distance or indicating paths of travel.

### **3. Supplies**

1. At the teacher's discretion, each student's belongings shall be separated and stored in District-provided individually labeled storage containers, cubbies, or any other designated areas.
2. The District, working with unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. If supplies, such as manipulatives, must be shared between students, the equipment shall be cleaned and disinfected between uses.

### **4. Employee Break Times**

1. Unit Members will be provided a duty free break, exclusive of a 30 minute duty-free lunch.

### **5. In-person meetings**

1. Unit members will not be required to attend in-person meetings. Unit members will have the option to participate in required meetings via Zoom. Any in person meetings shall follow CDC recommended guidelines.
2. Large in-person gatherings are prohibited.

### **6. Daily Cleaning and Disinfecting**

1. The District will follow the cleaning and disinfecting protocols per the Districts Safety Plan. The District shall ensure that all classrooms, restrooms, common spaces, and workspaces are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective cleaning and disinfectant necessary, as recommended by federal, state, and/or local health officials, by trained custodial personnel.
2. Daily cleaning and disinfecting shall be done by trained custodial personnel. Classrooms and/or workspace will be supplied with disinfecting wipes. Unit members shall not be required to perform daily cleaning and disinfecting that falls outside the scope of the normal duties as covered in the CBA.

### **7. Absences**

1. If a substitute is not available, in-person students shall not be dispersed to other classrooms.

2. The Parties acknowledge that the interactive accommodation process may be implemented to make work safe for unit members with health conditions that heighten the risk of severe outcomes with COVID-19.

#### **8. COVID-19 Exposure School Site Closure**

1. In the case of a COVID-related school site closure, no days under the leaves provision in the CBA will be counted against the unit member's leave balance.
2. Staff and administrators who are sick are expected to remain home and shall not be permitted on a District site while sick.
3. The District will follow LACDPH guidelines relating to notification of members and school site closures.
4. The District will work with the Los Angeles County Department of Public Health to ensure that all staff being quarantined are given resources on how to properly quarantine
5. All classrooms and workspaces, worksites, rooms, school sites, or other District facilities shall be thoroughly cleaned and disinfected prior to being re-opened.
6. The District shall communicate all decisions about closures and re-opening to all unit members at a school site or District wide as appropriate. Such communication shall be by email or by telephone.

#### **9. Hybrid Model Grades PK - 5**

The District and Association agree to returning to in-person instruction utilizing the following:

1. Bargaining Unit members will return to their work site starting April 2 to allow for planning with the Administrator on Logistics.
2. Bargaining Unit members will have the choice to work remotely on Wednesdays.
3. Bargaining Unit Members will have the choice to leave work during their 30 minute duty free lunch period and work remotely the remainder of the contracted day; and will resume small group instruction and/or services per the site schedule.
4. Unit members providing itinerant related services, including RSP, APE, SLP and inclusion specialist, serving grades PK-5, may be able to provide targeted instruction more efficiently in a virtual format. Unit members will have the option to work on-site or virtually, to best meet the needs of their students. The unit member will provide the schedule for review by site administrators and the Educational Services department. The District and Association agree that these schedules may be modified to ensure compliance and student needs are being met.

5. The District and Association agree to the timeline outlining professional development, teacher preparation and grade level, in-person student return dates, as designated in **Appendix A.**
6. Bargaining Unit members shall comply with the agreed upon hybrid schedule outlined in **Appendix B.**
7. Due to the unique circumstances of the hybrid and distance learning models, 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, Tuesday, Thursday and Friday. When feasible, creating stable groups, combo classes will be given first priority to maintain separate grade level in-person groups.
8. Kindergarten classes will be provided with additional in class support for the remainder 2020-2021 school year.

**10. Grades 6-8**

1. Students in grades 6th through 8th can return to an in-person hybrid model when the LACDPH determines it is safe to reopen per the California Blueprint for a Safer Economy. The District and Association will meet to bargain timeline, schedule and language for Hybrid Live Streaming instruction.

**11. Supplemental Paid Sick Leave (SB95)**

1. The District and Association agree that the District will ensure employees have access to COVID-19 supplemental paid sick leave per SB95: Expansion of COVID-19 Supplemental Paid Sick Leave, for up to 10 days. To qualify for the paid leave, the member must be unable to work in-person or remotely due to the following reasons related to COVID-19:
  - The member is subject to quarantine or isolation related to COVID-19
  - The member is attending an appointment to receive a vaccine for COVID-19
  - The member is experiencing symptoms related to a COVID-19 vaccine that prevents the worker from being able to work
  - The member is experiencing symptoms of COVID-19 and seeking a medical diagnosis
  - The member is caring for an individual who is subject to a quarantine or is symptomatic due to COVID-19
  - The member is caring for an individual whose school or place of care is closed, or otherwise unavailable, for reasons related to COVID-19

## **12. Evaluations**

1. During implementation of the hybrid model, formal evaluations will be suspended for Bargaining Unit members with the exception of Probationary and Temporary teachers

## **13. Staff Meetings**

1. Staff meetings will be held during scheduled planning time (up to 1 hour) on a designated day, scheduled by the site administrator.

## **14. Open House**


1. Cancellation of in-person and/or online Open House for the 2020/2021 school year. In lieu of an Open House, site staff and administration will design an opportunity to celebrate student achievements with parents and families.
2. 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.

## **15. Consultation Rights and Reserve Right to Further**

1. 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.
2. 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.
3. The MOU resolves the negotiable effects of a hybrid schedule for grades PK-5, due to COVID-19. The District and/or Association reserve the right to negotiate any additional impacts, including additional funding that impacts bargaining unit members (i.e. summer school, tutoring, Professional Development, etc.), related to COVID-19 in the 2020-2021 school year.
4. 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.



This MOU shall expire in full without precedent on June 4, 2021 unless extended by mutual written agreement between Association and the District or by termination of the Hybrid model by the Whittier City School District Board of Education, or changes to mandates by the CDC, CDPH and/or LACDPH.

  
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Dr. Maria Martinez-Poulin, WCSD Superintendent

3/30/21  
Date

  
\_\_\_\_\_  
Alejandro Vogel, WETA Bargaining Chair

3/30/2021  
Date

**APPENDIX A: TIMELINE**




# Timeline: Elementary

Date	Action
Friday, March 12, 2021	Board Meeting
Monday, March 15, 2021	Send Survey to Families on the Return to School
Tuesday, March 16, 2021	Virtual Parent Presentation on the Return to School
Wednesday, March 17, 2021	School-Based Virtual Orientation Parent Presentation on Return to School
March 22-26, 2021	Spring Break
Monday, March 29, 2021	Professional Development for Live Streaming (10:30 Student Release)
Tuesday, March 30, 2021	Professional Development for Live Streaming (10:30 Student Release)
Wednesday, March 31, 2021	Professional Development for Live Streaming (10:30 Student Release)
Thursday, April 1, 2021	Professional Development for Live Streaming - Collaboration (10:30 Student Release)
Friday, April 2, 2021	School Site Professional Development (Planning with Administrator on Logistics)
Tuesday, April 6, 2021	Classroom set-up and preparation day per MOU (30 Minutes Live Instruction)
Wednesday, April 7, 2021	Classroom set-up and preparation day per MOU (30 Minutes Live Instruction)
Thursday, April 8, 2021	Professional Development for Live Streaming - Collaboration (10:30 Student Release)
Friday, April 9, 2021	Professional Development for Live Streaming - Collaboration (10:30 Student Release)
Monday, April 12, 2021	Pre-K through K Grade Hybrid Instruction Begins (General Ed and SPED)
Wednesday, April 14, 2021	Teacher Minimum Day
Thursday, April 15, 2021	1st through 2nd Grade Hybrid Instruction Begins (General Ed and SPED)
Monday, April 19, 2021	3rd through 5th Grade Hybrid Instruction Begins (General Ed and SPED)


**APPENDIX B: SCHOOL SCHEDULES**

## Appendix B: Schedules Preschool to Kindergarten



Time <small>Variable by Site</small>	Minutes	Monday	Tuesday	Wednesday	Thursday	Friday
7:30-8:00	30	Planning				
8:00-8:15	15	Supervision				
8:15-11:45	210	Group A: In Person		All Students Virtual: Current Friday Model	Group B: In Person	
		Group B: Live Stream			Group A: Live Stream	
		Group C: Live Stream			Group C: Live Stream	
11:45-12:45	60	Grab and Go Lunch & Breakfast for the Next Day			Grab and Go Lunch & Breakfast for the Next Day	
12:45-1:15	30	Intervention / Assessment			Intervention / Assessment	
1:15-3:00	105	Planning			Planning	
<b>Asynchronous Minutes</b>		<b>0</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>0</b>

## Schedule: Grades 1-3



Time <small>Variable by Site</small>	Minutes	Monday	Tuesday	Wednesday	Thursday	Friday
7:30-8:00	30	Planning				
8:00-8:10	10	Supervision				
8:10-12:00	230	Group A: In Person		All Students Virtual: Current Friday Model	Group B: In Person	
		Group B: Live Stream			Group A: Live Stream	
		Group C: Live Stream			Group C: Live Stream	
12:00-1:00	60	Grab and Go Lunch & Breakfast for the Next Day			Grab and Go Lunch & Breakfast for the Next Day	
1:00-1:30	30	Intervention / Assessment			Intervention / Assessment	
1:30-3:00	90	Planning			Planning	
<b>Asynchronous Minutes</b>		<b>0</b>	<b>0</b>	<b>110</b>	<b>0</b>	<b>0</b>

# Schedule: Grades 4-5



Time <small>Variable by Site</small>	Minutes	Monday	Tuesday	Wednesday	Thursday	Friday
<b>7:30-8:00</b>	30	Planning				
<b>8:00-12:00</b>	240	<b>Group A: In Person</b>		<b>All Students Virtual: Current Friday Model</b>	<b>Group B: In Person</b>	
		<b>Group B: Live Stream</b>			<b>Group A: Live Stream</b>	
		<b>Group C: Live Stream</b>			<b>Group C: Live Stream</b>	
<b>12:00-1:00</b>	60	Grab and Go Lunch & Breakfast for the Next Day			Grab and Go Lunch & Breakfast for the Next Day	
<b>1:00-1:30</b>	30	Intervention / Assessment			Intervention / Assessment	
<b>1:30-3:00</b>	90	Planning			Planning	
<b>Asynchronous Minutes</b>		<b>0</b>	<b>0</b>	<b>120</b>	<b>0</b>	<b>0</b>