Memorandum of Understanding

Between

South Whittier Teachers Association

And

South Whittier School District

Coronavirus Response Regarding ESY 2020

On April 21, 2020, the South Whittier School District ("District") and the South Whittier Teachers Association ("SWTA") (collectively the "Parties") entered into a memorandum of understanding concerning the response to the coronavirus ("COVID-19") pandemic. The memorandum of understanding for the 2019-2020 school year is set to expire June 5, 2020.

Given that schools will remain closed through June 5, 2020, the Parties deem it necessary to revisit the issues raised by COVID-19 and enter into this Memorandum of Understanding ("MOU") for Extended School Year 2020, which shall run from June 15, 2020, through July 9, 2020. The Parties have agreed to the following:

Workday Modifications

1. During a school dismissal/closure, unit members hired for Extended School Year (ESY) must be available to work remotely, perform emergency duties, and/or report in-person during regular ESY working hours, if needed. Work hours are 4 hours for Preschool and 5 hours for grades TK-8 per day, Monday through Thursday, from June 15, 2020 to July 9, 2020.

2. Unit members must be reachable at all times during their ESY work hours and report to work within two hours of notification to perform assigned duties, if needed. Unit members who choose to remain at home, while their worksite is open to employees and/or students; or who cannot provide distance or home learning programs when directed to do so will have their leave entitlements deducted.

3. Unit members will be available during their regular ESY assigned work hours for communication with students, parents, and administration on a daily basis via email, phone call, or other communication platform. Unit members will also provide appropriate ESY services.

4. Under the Declaration of a State Emergency, and Declaration of a Federal Emergency related to COVID-19, school employees are deemed disaster service workers under Government Code section 3100. The District agrees to follow its obligation to work within the parameters and regulations of Government Code §§ 8550, et seq. and to meet with SWTA prior to any implementation of this section.
Employee Wages and Leave Provisions

5. For the length of this MOU, and while District schools and/or offices are closed due to the risk of a spread of the COVID-19 virus, unit members will be paid the daily rate of pay 0.00375 for TK-8 grade teachers and .003 for Preschool teachers of the unit member’s current salary.

6. The Parties agree that all current adopted leave policies will remain in full effect for the duration of the COVID-19 pandemic. The following shall be in effect for the duration of the pandemic:
   a. If a unit member is unavailable or unable to perform assigned work, other than for COVID-19 related health issues, the unit member shall follow the relevant leave provisions in the collective bargaining agreement.
   b. Unit members shall inform the District when they have been exposed to an individual who has tested positive for COVID-19 and shall follow the CDC guidelines to self-quarantine and to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing.
   c. During a dismissal/closure, pre-approved leave shall continue to be used as originally planned and the unit member will not be expected to perform work. Such leave will be deducted in accordance with current adopted leave policies.
   d. Unit members who may have been or were potentially exposed to COVID-19, or who otherwise request a leave of absence for reasons set forth in the Families First Coronavirus Response Act, may use all available paid and unpaid leaves, including Emergency Paid Sick Leave and Emergency Family and Medical Leave Expansion.

Distance Learning

7. On March 13, 2020, Governor Gavin Newsom issued Executive Order N-26-20 regarding the physical closure of schools by local educational agencies (“LEAs”) in response to the COVID-19 pandemic. The order provides that, even if schools close temporarily because of COVID-19, LEAs will continue to receive state funding for those days so they can continue delivering educational opportunities to students to the extent feasible through, among other options, distance learning.

8. For the purpose of this MOU, “distance learning” means instruction in which the student and instructor are in different locations. Methods could include—online instruction, take home packets, phone calls, emails, text reminder applications, and other means of communication as outlined in the California Department of Education’s distance learning guidance.

9. Bargaining unit members will be expected to provide instruction, resources, and support to students through distance learning. The coursework provided to students shall have the intention of promoting continuity of learning while students are not in school. This will include enrichment, intervention, and/or exposure to new material. The pace of instruction; instructional delivery methodology; and development of course assignments, activities and
assessments shall be at the discretion of the individual teacher within established Individualized Educational Programs (IEPs) and District guidelines and based on the needs of their students.

a. If not already provided, professional development shall be provided to ESY teachers in the areas of technology, distance learning, virtual platforms, student support, and alternate forms of communication to conduct various meetings. Professional development shall be recorded for unit members.

b. Distance Learning activities provided to students will be based on building relationships, teaching students, and providing feedback through District-provided platforms and media, such as Zoom.

c. Unit members are to interact with students in real time on District-approved digital platforms, such as Zoom.

10. The Parties agree to meet at the request of either party to address implementing guidance from the CDE and/or Federal Department of Education in order to provide equitable and appropriate education for students with special needs.

a. Special Education teachers will provide continuity of learning through a variety of distance learning resources as appropriate so that Special Education students have access to similar learning opportunities as other students. Methods could include virtual instruction, physical materials, phone calls and emails.

b. Related Service Providers will provide services through distance learning activities as appropriate based on student need.

11. Unit members being asked to provide distance or home learning programs will be provided with the required materials, access, and equipment, to the extent practicable.

Miscellaneous Provisions

12. SWTA and the District will support efforts to maintain funding under any applicable laws during a closure of any District facility due to the COVID-19 pandemic.

13. If the District extends school dismissals/closures, the District will notify unit members as soon as practicable.

14. Should the District determine that it is safe to return to a worksite, the District may direct unit members to physically report back to their school sites. If unit members are directed to report to a worksite during school dismissals/closures, the District shall take all appropriate health and safety measures regarding decontamination and sanitation before any unit members return (in accordance with guidelines provided by LACOE and/or Local Public Health officials, if any and as practicable.)

15. The Parties understand the COVID-19 pandemic situation is very fluid and mutually agree to review the provisions of this MOU and make any necessary changes consistent with local, state, and federal mandates.
16. This is a non-precedent setting agreement.

This MOU shall expire in full without precedent at the end of the business day on July 9, 2020, unless extended by mutual written agreement.

South Whittier Teachers Association  Date  South Whittier School District  Date