

Memorandum of Understanding Between South Whittier Teachers Association And South Whittier School District

Hybrid Model In-Person and Distance Learning

This Memorandum of Understanding (“MOU”) is entered into by and between the South Whittier School District (“District”) and the South Whittier Teachers Association (“SWTA”) (collectively the “Parties”) regarding the impacts and effects of the District’s decision to safely reopen school sites in a hybrid and or in-person instructional model during the 2020-2021 school year under the COVID-19 Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year and in accordance with Los Angeles County Department of Public Health (“LACDPH”), the California Department of Public Health (CDPH), and Occupational Safety and Health Administration (OSHA) guidelines and the District’s COVID-19 Prevention Plan (CPP).

The Parties have agreed to the following:

1. Definitions

Hybrid. Hybrid instruction or learning refers to the instruction of students and assessments through in-person attendance on campus, live streaming, and distance learning.

Stable Group. A stable group is a group with fixed membership that stays together without mixing with any other groups for any activities—(adhering to the CPH guidelines when full-grade in person instruction occurs the maximum size for stable groups will be the number that allows appropriate physical distancing within the available instructional space).

Cohort A cohort is a group of no more than 14 children or youth and no more than two supervising adults in a supervised environment in which supervising adults and children stay together for all activities (e.g., meals, recreation, etc.), and avoid contact with people outside of their group in the setting. A cohort can be a specialized subgroup (e.g., English learners, Special Education Students) of students who are meeting for targeted supports and intervention services, under the direction of an LEA.

The District may configure as many cohorts as appropriate to meet student needs, provided that the total on-campus population does not exceed 25% of the total student body at any one time or as determined by the LACDPH.

Independent Studies. Independent study is an alternative to classroom instruction consistent with the school district’s course of study. Independent study is voluntary and during the hybrid model will be offered through a virtual platform (Virtual Academy).

Parties agree that the definitions may change based on updated protocols of the Los Angeles Department of Health.

2. Method of Instruction. The principal methods of instruction under this MOU will be in-person and distance learning.
3. Materials. Unit members engaging in hybrid instruction shall use the District's adopted core curriculum including digital tools, platforms and online/classroom curriculum. The pace of instruction, the lesson design, and type of instruction provided shall be at the discretion of the classroom teacher within established District standards and based on the needs of their students and requirements of the course.

Bargaining unit members shall determine the means and methods for providing hybrid/in-person instruction based on appropriate District standards-based instruction, their resources, and their students' abilities to access the curriculum. Bargaining unit members shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback.

Unit members shall not be responsible for students who fail to bring, and/or cause damage to, District Chromebooks. The District will make every effort to provide technical support for student instruction.

4. Student Supports. The District shall provide academic and other supports in hybrid instruction that are 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 support.

Transitional Time in Preparation for Hybrid Instruction

- Teachers will be given 5 days returning to campus.
 - **Day 1 -3: Synchronous Instruction**
 - Synchronous instruction will end at 11:30 a.m.
 - Teachers will provide asynchronous work for the remainder of the day
 - **Day 4: No Students**
 - District Day - Professional Development (Will include training from LACDPH guidelines/ Reopening Protocols for Schools)
 - Asynchronous instruction provided by teacher
 - **Day 5 : No Students**
 - Teachers plan and prepare on-site
 - Asynchronous work provided to students for the day
5. Instructional Minutes. According to *Education Code 43501* as amended by SB98 the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), and 4-8 (240 daily minutes) are in effect for the 2020-2021 school year.

Instructional Minutes Elementary. Unit members assigned at the elementary level shall provide a regular full day of instructional minutes for Transitional Kindergarten through Grade 6. (See Attachment A)

Instructional Minutes Middle School. Unit members assigned at the middle school level shall provide a regular full day of instructional minutes for grades 7 & 8 of 300 minutes unless a special schedule is required. (The parties agree to reconvene to negotiate the middle school's daily schedule when the District's middle school meets the county requirements to provide hybrid instruction.)

6. Daily Participation and Assessments. Bargaining unit members shall document daily participation for each pupil enrolled in school each day, in whole or in part, for which hybrid is provided.

In accordance with District Board Policy 6157 and Administrative Regulations 6157, unit members will input end of trimester grades for students on independent studies culled from data delivered by virtual platforms utilized for those programs. Unit members shall also administer STAR 360 assessments to students on independent studies.

7. Unit Member Week. Bargaining unit members will report to their work site Monday through Friday, or, as otherwise individually agreed upon with Human Resources.

8. Meetings. The parties shall adhere to meeting and gathering restrictions in accordance with the SAFE AT SCHOOL Reopening Plan and LACDPH-guidelines.

Whenever possible, IEP, 504, and SST meetings will be conducted after student instruction and within the contractual day.

SWTA retains the right to meet on the second Tuesday of each month.

9. Stable Groups Schedule. During hybrid instruction, each class is divided into stable groups. Stable groups A and B will report on site 2 days a week. A stable group C may be created for full distance learning, if the District deems it necessary in response to parent requests. (For Special Day Class, please see Section E Special Education). In addition to the live streaming, independent/asynchronous work will be assigned by the teacher to the cohort not physically on site. (See Attachment A)

10. Health and Safety.

PPE. Unit members shall bring and wear face coverings while on District property as required by LACDPH Protocols and the District's OSHA, CPP, unless medically prohibited

from doing so.

Unless medically prohibited from doing so, unit members shall bring and wear face coverings while on District property as required by LACDPH Protocols and the District's OSHA, CPP. The District shall provide disposable masks if unit members, staff, students, and visitors do not have a face covering. The District will also provide additional personal protective equipment, as outlined by the LACDPH, for work assignments that require contact with a student within less than the required physical distancing guidelines, such as special education teachers, which may include gloves, face shields, and disposable gowns. The gloves, face coverings, face shields, and disposable gowns shall be replaced and/or disinfected as appropriate..

Physical Distancing. Appropriate social distancing will be required whenever possible, including one-way stairways and hallways, in classrooms, designated entrances and exits to buildings, and appropriate locations for lunch periods.

Hygiene. All unit members shall wash and/or sanitize their hands upon entering the workplace and periodically wash and/or sanitize hands throughout the workday. The District will regularly stock paper towels and soap in all classrooms with sinks and provide hand sanitizer in classrooms without sinks.

Self-Screening. All unit members shall self-screen for COVID-19 symptoms and report any COVID-19 symptoms to their principal/supervisor immediately.

To ensure a safe working environment, the District shall make every effort to provide opportunities for vaccinations.

Unit members shall use "school business" time when attending COVID vaccination appointments, if appointments are scheduled during work hours.

COVID-19. Unit members shall inform the District if they test positive for COVID-19 or when they have been exposed to an individual who has tested positive for COVID-19 and shall follow all state, federal, and local guidelines to self-quarantine and to self-monitor for any potential symptoms such as fever, cough, and difficulty breathing. The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

11. Safety Training. The District will provide information or training to its employees as appropriate in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will take reasonable measures to ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer).

The Parties acknowledge that some of these resources are currently in short supply. Unit members will comply with all rules, regulations, orders, and/or guidelines established by

federal/state/local health officials related to social distancing and other public health measures to help prevent the spread of the virus.

The District shall provide a minimum of 72 hours' notice to all bargaining unit members of additional required training hours or days not already provided for in the CBA.

12. Leaves. The District will provide applicable leave entitlements in accordance with the Collective Bargaining Agreement and state and federal laws Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA"). The Families First Coronavirus Response Act (FFCRA or Act) required certain employers to provide their employees with paid sick leave or expanded family and medical leave for specified reasons related to COVID-19. The Department of Labor's (Department) Wage and Hour Division (WHD) administered and enforced the new law's paid leave requirements. However, FFCRA leave expired on December 31, 2020. The District will continue to monitor this leave act to see whether an extension will be given.

All provisions of the CBA pertaining to Industrial Accident Leave and/or Worker's Compensation remain in effect.

13. Professional Expectations. Members will be required to take student attendance, track students' daily live interaction, and otherwise comply with the Education Finance: Education Omnibus Budget Trailer Bill Senate Bill 98 ("SB 98"), which includes the Learning Continuity and Attendance Plan.
14. Special Education. In accordance with state and federal laws, specialized academic instruction and related services in Individual Education Programs ("IEP") shall be provided virtually, whenever possible. When and if, in-person special education services/assessments are required and provided to an individual or small group, all procedures and protocols must adhere to the LACDPH health/safety guidelines.

Cohorts and stable groups will be created according to CDPH guidelines and LACDPH protocols.

15. Evaluations. Permanent bargaining unit members who received "Satisfactory" or higher on their most recent evaluation shall not be evaluated during the 2020-2021 school year. All remaining bargaining unit members shall be evaluated during the 2020-2021 school year. The parties agree that Distance Learning will be taken into consideration in the evaluation process.

16. **Miscellaneous Provisions**

- a. The Superintendent has the authority to call a mandatory meeting with staff at any time during the contract day with 24 hour prior notice. In the event of an emergency, a meeting can be scheduled within the contractual day.
- b. The parties agree that this MOU satisfies any and all obligations to bargain related

impacts of the District's reopening for the 2020-2021 school year and to meet as soon as possible to negotiate the impact and effects, if any, of any revisions or updates to those guidelines.

- c. No unit member shall be disciplined or evaluated negatively for not bringing their own PPE.
- d. The Parties understand the 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.
- e. This is a non-precedent setting agreement.

This MOU shall expire in full at the end of the business day on June 4, 2021, or until the District can fully reopen under LACDPH guidelines, whichever occurs sooner.

South Whittier Teachers Association

South Whittier School District

Signature *Cheryl Jensen*









Signature *Dr. Marti Tienda-Ayala*

Date *March 5, 2021*

Date *March 5, 2021*

South Whittier School District

Hybrid Model TK-6

Monday No Students on Campus	Tuesday	Wednesday	Thursday	Friday
<p>Students: All groups A, B & C</p> <p>*Synchronous Instruction 8:00 - 9:30</p> <ul style="list-style-type: none"> <input type="checkbox"/> 30 Check-in/SEL <input type="checkbox"/> 30 Frontloading <input type="checkbox"/> 30 min. ELD <p>Asynchronous Instruction EO- 9:00-12:00 ELL 9:30-12:00</p> <p>Teachers:</p> <p>Synchronous Instruction 8:00 - 9:30 (<i>*see above</i>)</p> <p>PREP/Planning time/Connecting with families</p> <p>Kinder - 6th 300 minutes varies between 9:30 - 2:00pm</p> <p><i>*Designing online learning experiences to engage students when not in the classroom (asynchronous)</i></p> <p>*Sample Varies by School Lunch: 11:20 - 12:00 Lunch: 12:20 - 1:00</p>	<p>Classrooms open at 7:45am</p>	<p>Classrooms open at 7:45am</p>	<p>Classrooms open at 7:45am</p>	<p>Classrooms open at 7:45am</p>
	<p><u>All groups A, B & C</u></p> <p>*Live Streaming 8:00 - 9:00</p> <ul style="list-style-type: none"> <input type="checkbox"/> Check-in/SEL <input type="checkbox"/> 30 min. ELD 	<p><u>All groups A, B & C</u></p> <p>*Live Streaming 8:00 - 9:00</p> <ul style="list-style-type: none"> <input type="checkbox"/> Check-in/SEL <input type="checkbox"/> 30 min. ELD 	<p><u>All groups A, B & C</u></p> <p>*Live Streaming 8:00 - 9:00</p> <ul style="list-style-type: none"> <input type="checkbox"/> Check-in/SEL <input type="checkbox"/> 30 min. ELD 	<p><u>All groups A, B & C</u></p> <p>*Live Streaming 8:00 - 9:00</p> <ul style="list-style-type: none"> <input type="checkbox"/> Check-in/SEL <input type="checkbox"/> 30 min. ELD
	<p>Stable Group A - School In-Person Full Day 8:00 - 11:30am</p> <div style="text-align: center;"></div> <p>Includes: Full schedule of classes, lunch, and most of typical day's activities.</p>	<p>Stable Group B - School In-Person Full Day 8:00 - 11:30am</p> <div style="text-align: center;"></div> <p>Includes: Full schedule of classes, lunch, and most of typical day's activities.</p>	<p>Stable Group A - School In-Person Full Day 8:00 - 11:30am</p> <div style="text-align: center;"></div> <p>Includes: Full schedule of classes, lunch, and most of typical day's activities.</p>	<p>Stable Group B - School In-Person Full Day 8:00 - 11:30am</p> <div style="text-align: center;"></div> <p>Includes: Full schedule of classes, lunch, and most of typical day's activities.</p>
	<p>Stable Group B & C - Home <i>Remote Structured Learning</i></p> <div style="text-align: center;"></div> <p>Students are at <u>home</u> and engaged in asynchronous instruction through district platforms.</p>	<p>Stable Group A & C - Home <i>Remote Structured Learning</i></p> <div style="text-align: center;"></div> <p>Students are at <u>home</u> and engaged in asynchronous instruction through district platforms.</p>	<p>Stable Group B & C - Home <i>Remote Structured Learning</i></p> <div style="text-align: center;"></div> <p>Students are at <u>home</u> and engaged in asynchronous instruction through district platforms.</p>	<p>Stable Group A & C - Home <i>Remote Structured Learning</i></p> <div style="text-align: center;"></div> <p>Students are at <u>home</u> and engaged in asynchronous instruction through district platforms.</p>

<p>PDAR Planning Time (2x/mo.) K-1 PDAR: 11:00-12:00 2-3 PDAR: 12:00-1:00 4-6 PDAR: 1:00 - 2:00 Staff Meeting 2:00 - 4:00</p>	<p><u>Synchronous</u> <i>RSP, Speech, OT, PE, Interventionists: small grp.</i></p>	<p><u>Synchronous</u> <i>RSP, Speech, OT, PE, Interventionists: small grp.</i></p>	<p><u>Synchronous</u> <i>RSP, Speech, OT, PE, Interventionists: small grp.</i></p>	<p><u>Synchronous</u> <i>RSP, Speech, OT, PE, Interventionists: small grp.</i></p>
	<p>11:45-12:25 Teacher lunch</p>	<p>11:45-12:25 Teacher lunch</p>	<p>11:45-12:25 Teacher lunch</p>	<p>11:45-12:25 Teacher lunch</p>
	<p>12:30-2:15 Stable Group B & C On zoom</p>	<p>12:30-2:15 Stable Group A & C On zoom</p>	<p>12:30-2:15 Stable Group B & C On zoom</p>	<p>12:30-2:15 Stable Group A & C On zoom</p>
	<p>2:15- 2:40 Office hours, attendance, participation logs etc.</p>	<p>2:15- 2:40 Office hours, attendance, participation logs etc.</p>	<p>2:15- 2:40 Office hours, attendance, participation logs etc.</p>	<p>2:15- 2:40 Office hours, attendance, participation logs etc.</p>