

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

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. This memorandum of understanding expired on June 5, 2020.

On July 17, 2020, California Department of Public Health ("CDPH") issued updated school guidelines stating that schools located in counties that are on the state Monitoring List must not physically open for in-person instruction until their county has come off the Monitoring List for 14 consecutive days. As a result of this recent CDPH guidance, and at this time, due to the fact that Los Angeles County is currently on the County Monitoring List, the 2020-2021 District school year must be reopened under a distance learning model. If and when Los Angeles County is removed from the County Monitoring list for 14 consecutive days, in accordance with the CDPH guidelines, the Parties will meet and negotiate regarding the items addressed in the MOU and the transition to a hybrid and/or in-person instructional model.

Given the current state of the COVID-19 pandemic, the Parties enter into this Memorandum of Understanding ("MOU") regarding the reopening of schools for the 2020-21 school year. The Parties have agreed to the following:

A. Distance Learning

1. For the purpose of this MOU, "distance learning" means instruction in which the student and instructor are in different locations and students are under the general supervision of a certificated employee of the District.
2. The principal methods of distance learning shall be delivered using Zoom and Google Classroom.
3. Bargaining unit members will report to their work site Tuesday through Friday, or, as otherwise individually agreed upon with Human Resources when providing instruction, resources, and support to students through distance learning.
4. Unit members engaging in distance learning shall use the District's adopted core

curriculum including digital tools, platforms and online 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

5. All students will receive synchronous and asynchronous instruction and content five days per week through distance learning.

6. All students will receive daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness.

7. The District shall provide academic and other supports in distance learning 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.

8. 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.

9. Unit members assigned at elementary school sites shall provide the minimum daily instructional minutes with synchronous instruction which shall include, but not be limited to, direct instruction, one-to-one and/or small group.

10. Unit members assigned at the middle school shall provide the minimum daily instructional minutes with synchronous instruction. Middle school periods 1-6 shall receive direct instruction.

11. Bargaining unit members shall determine the means and methods for providing distance learning 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.

12. Synchronous instruction shall include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and provides the bargaining unit member opportunities to provide the student encouragement and feedback.

13. Bargaining unit members shall document daily participation for each pupil enrolled in Distance Learning on each school day, in whole or in part, for which distance learning is provided.

14. 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.

15. Unit members shall also administer STAR 360 assessments to students on independent studies

B. Health and Safety

1. Unless medically prohibited from doing so, unit members shall wear face coverings while on District property as determined by L.A. County Department of Public Health Protocols. Face coverings may be a cloth or disposable covering which covers the nose and mouth. In lieu of a cloth or disposable face covering, members may wear a face shield.

2. Unit members who are alone in their offices or classrooms may remove their face coverings.

3. 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.

4. All meetings shall be held virtually.

5. 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.

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

7. 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.

8. Unit members must complete all required COVID-19 safety trainings prior to August 31, 2020.

C. Leaves / Accommodations

1. The District will provide applicable leave entitlements in accordance with the Collective Bargaining Agreement and state and federal laws including the Families First Coronavirus Response Act ("FFCRA"), Family and Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA").

2. 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.

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

4. The District shall provide all bargaining unit members, working remotely, with the necessary equipment and supplies in order to provide distance learning,

5. The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

D. Professional Expectations

1. 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.

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

3. SWTA retains the right to meet on the second Tuesday of each month.
4. 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.

E. Special Education

1. 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.
2. For distance learning special education services will include daily live interaction with the peers and teachers to the maximum extent possible.

F. Evaluations

1. Tenured 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.

G. Miscellaneous Provisions

1. 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.
2. 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.
3. No unit member shall be disciplined or evaluated negatively for not bringing their own PPE.

4. 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.

5. This is a non-precedent setting agreement.

This MOU shall expire in full without precedent at the end of the business day on December 31, 2020 or until Los Angeles County is removed from the state's COVID-19 monitoring list for more than 14 consecutive days, whichever occurs sooner, at which time the Parties agree to meet and negotiate to revisit the items addressed in this MOU.

Carlos Rivera

August 7, 2020

Dr. Marti Ayala / August 7, 2020

South Whittier Teachers Association Date

South Whittier School District Date

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