

MEMORANDUM OF UNDERSTANDING
BETWEEN
EAST WHITTIER CITY SCHOOL DISTRICT
AND
EAST WHITTIER EDUCATION ASSOCIATION
REGARDING COVID-19 CORONAVIRUS

May 14, 2020

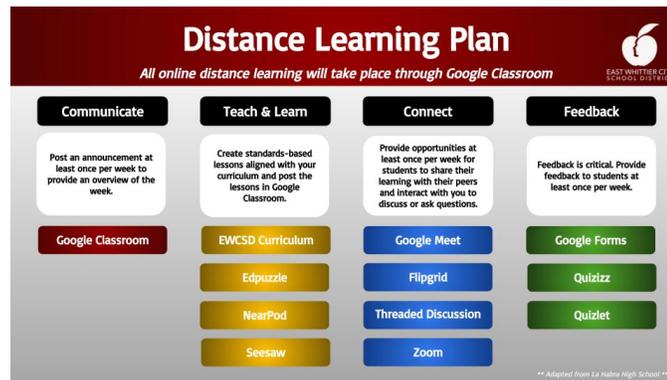
The East Whittier City School District (“District”) and East Whittier (“Association”) enter this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus COVID-19 (“coronavirus”).

The parties recognize that staff may need to self-quarantine, become quarantined, and/or the District may need to close a school or schools on an emergency basis to slow the spread of illness arising from the coronavirus during the 2019-20 school year.

The parties agree to the following:

1. Unit members who may have been or were potentially exposed to the coronavirus and are required to be quarantined or who self-quarantine while schools in the District are still open shall be placed on leave, in accordance with the Family’s First CoronaVirus Response Act and any other Eligible Leaves.
2. The District will provide hand soap for every classroom and bathroom, hand sanitizer stations in the cafeteria and in the front office and access to hand sanitizer at each unit member workstation who does not have a traditional classroom. In addition, the District will provide anti-bacterial cleaning supplies for each classroom and any necessary training or certification.
3. The District will ensure that all sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closets) are functioning and kept stocked with soap and paper towels.
4. The District will ensure that every classroom and any open space is cleaned and sanitized before teachers return to schools. The District will include sanitizing duties to evening custodian schedules. To support daily sanitization, teachers may use the District provided sanitizing wipes to wipe down common surfaces.
5. The District will comply with Cal-OSHA guidelines.
6. Unit members will be notified by email or phone about any school closures, including any decisions to extend school closures once they commence.
7. Unit members shall not be directed or required to report to their worksite while their worksite is closed to students. Days will be scheduled to allow teachers to retrieve instructional materials and close out their classrooms. The District shall take all appropriate Health and Safety measures recommended by the California Department of Education (CDE), and the LA County Public Health regarding decontamination and sanitation before any members are required to return to the worksite.
8. Unit members who have a doctor’s note indicating a higher risk for serious illness from coronavirus because of age, a serious long-term health problem, or otherwise, shall not be required to report to a worksite during school closures in accordance with the “Safer at Home” guidelines, and shall be placed on leave for the duration of the closure in alignment with the First CoronaVirus Response Act and any other Eligible Leaves.

9. Unit members (in an active status) compensation and benefits shall not be reduced in the event of an emergency closure. Arrangements shall be made for paycheck disbursement to ensure that unit members get paid within the timeframe as outlined in the Collective Bargaining Agreement.
10. The District shall submit a “J-13A Request for Allowance of Attendance Due to Emergency conditions” waiver to the CDE to mitigate the loss of funding due to lower than normal Average Daily Attendance (“ADA”). If the waiver is denied or the state requires students to make up days for the 2019-20 school year, the parties will negotiate make-up student instructional day(s) up to the number of school closure days.
11. The parties agree to negotiate the provision of any alternative instruction (e.g., independent study packets, online coursework, etc.) to students while District schools are closed, including additional compensation for unit members who provide alternative lessons.
 - a. **Phase 1:** Transitional Kindergarten through 5th Grade students will receive a packet. Additionally, students will take three textbooks home to support their instruction. Middle School students will be given assignments using Google Classroom, On-Line Textbooks and individual teacher websites as needed. Hot Spots to access the Internet will be available by request.
 - b. **Phase 2: Distance Learning Plan:** The Distance Learning Plan that all EWCS D teachers will be following to deliver Distance Learning during the school closure has four components: Communicate, Teach & Learn, Connect, and Feedback.



* The above-mentioned applications are optional, with the exclusion of Google Classroom.

12. The parties agree to negotiate the provisions for teacher evaluation, grading requirements, extension of grading period timelines, technological support and the impact of the closure on state testing data.

A. Evaluations:

- a. In the event observations of unit members currently subject to evaluation, as defined in Article XVI of the collective bargaining agreement, were completed prior to March 16th, the evaluator shall provide the written summary evaluation to the unit member via email by May 1st, and arrange a mutual time to discuss the summary evaluation with the unit member remotely via phone or over the web.
 - b. During the emergency school closure, incomplete observations of bargaining unit members currently subject to evaluation shall be postponed. If upon return from the emergency school closure, the evaluation can reasonably be completed by May 1st, then such evaluation shall continue at that time. Otherwise, the parties agree to postpone incomplete evaluations to the 2020- 2021 academic year.
 - c. If a unit member did not meet expectations in their scheduled observations, both parties agree to postpone the evaluation to the 2020-2021 academic year.
13. Unit members shall not be expected to bear the financial burden for costs associated with distance learning or other nonclassroom-based programs.

14. In the event the parties reach agreement regarding the provision of alternative instruction per paragraph 11, above, the parties agree to negotiate regarding the provision of appropriate software and training (Zoom, Skype, WebEx, Canvas, etc.) for unit members who will be engaging with students online during school closures.
15. The District agrees to provide on-going support and have a flexible distance learning plan that may be changed as needs arise.
16. The District agrees to rollover any pending 2019-2020 Teacher Compensation days to the 2020-2021 school year.
17. The parties agree to negotiate the provision of any Special Education, Designated Instructional Support, and related services not part of the normal work expected of unit members during the duration of a closure.

The Association reserves the right to negotiate any additional impacts of school closures in the 2019-20 school year.

This MOU shall expire in full without precedent on June 30, 2020, unless extended by mutual written agreement.

Representative of the Association

Representative of the District