

MEMORANDUM OF UNDERSTANDING BETWEEN  
WHITTIER CITY SCHOOL DISTRICT AND WHITTIER ELEMENTARY TEACHERS  
ASSOCIATION REGARDING DISTANCE LEARNING DUE TO SCHOOL CLOSURES  
DURING COVID-19 PANDEMIC  
APRIL 27, 2020

The Whittier City School District ("District") and Whittier Elementary Teachers' Association ("WETA") enter this Memorandum of Understanding regarding distance learning related to the COVID-19 coronavirus pandemic and school closure. The District and the Association share the primary goal of high-quality continuity of education for each student while supporting the unique circumstances of our students, families and unit members. The purpose of this document is to support unit members and administrators as they work toward moving their teaching and learning to an online platform. The distance learning online platform will incorporate the recommended guidelines provided by the California Department of Education's Distant Learning Best Practices.

1. For the purpose of this MOU, "distance learning" means instruction in which the student and instructor are in different locations. This may include interacting through the use of computer and communications technology, as well as delivering instruction and check-in time with their teacher. Distance learning may include, but not limited to video or audio instruction in which the primary mode of communication between the student and instructor is on-line interaction, video or other instruction that relies on computer or communications technology and/or printed materials for students unable to access the technology.
2. With guidance and support from the District office, each site administrator(s) shall collaborate with site Unit Members to implement a school site distance learning plan that supports distant learning best practices and is focused on the needs of the school population including students, families and staff.
3. The distance learning online platform will incorporate the recommended guidelines provided by the California Department of Education's Distant Learning Best Practices including: instructional lessons, feedback, collaboration time, professional development, parent communication, and strategies for providing personalized support for English Learners and special education students.
4. Unit members will provide instructional activities to students daily. Instructional supports may include but are not limited to: teacher- led lessons that are live/real time or pre-recorded, providing students with feedback, providing students with support on assignments, working with small groups, preparing and posting assignments, sending web-based assignments, individual support, and/or other activities. Due to the unique setting and structure of each school setting, unit members will provide an appropriate amount of instruction and feedback to students, taking into consideration students' grade level and unique needs.
5. Any curriculum resources or lessons provided by the District should be considered the starting point for instruction during this period of distance learning. Teachers may customize the content to meet the needs of the students. Unit Members are encouraged

to be innovative and develop standards-based lessons and activities to support and encourage their own innovative teaching modalities. The means and method of providing distance learning to students will take into consideration the student's resources, home supports and the students' ability to access the curriculum. The pace of instruction shall be based on the needs of students and determined by the teacher.

6. Unit Members shall work within their normal workday with flexibility.
7. Students will be held "harmless," and will not receive a lesser grade than their current grade as a result of engaging in Distance Learning. Student work will not require summative assessments or grading; however, teachers will provide regular opportunities for teacher created formative assessment and feedback to students towards content knowledge and skills. District and State assessments scheduled after March 16, 2020 have been suspended until the 2020/2021 school year.
8. The site administrator will collaborate with the Unit Member to determine the needs of the unit member with regards to all equipment, internet connections and any other necessary equipment to deliver distance learning remotely. Unit members will be provided with a laptop and/or iPad to provide on-line instruction and communication with students, parents and district personnel. Staff shall adhere to the WCSD Board Policy 4040 Employee Use of Technology and will not be liable for damage due to normal use of equipment for work-related purposes.
9. Unit Members shall receive professional development on the use of technology and the delivery of instruction via distance learning. Information regarding training opportunities shall be communicated to all Unit Members via email. Professional development may include Distance Learning strategies, student support, use of virtual platforms, and/or other forms of communication to conduct IEP meetings. When available, the district will record training sessions so that employees can view at a time convenient to their schedule. The District will provide bargaining unit members access to District provided technical support and personnel. Bargaining unit members shall not be required to use any form of live video to provide instruction.
10. The District shall provide parents/guardians with the appropriate District consent form for live lessons. The District will provide parents, guardians and students with written guidelines on appropriate student behavior while utilizing any live or recorded video platform. Guidelines shall be created in collaboration with WETA. The District shall provide unit members with a list of students (by class and/or period) indicating which students have parental consent and which do not have consent to use any live video platform.
11. Bargaining unit members shall check their District email daily during the regular work week.
12. The District and WETA agree that "Collaboration Time" is an expectation that is critical for the success of a consistent and equitable distance learning program. Unit members shall collaborate as necessary and appropriate while they are engaged in Distance Learning. Collaboration meetings shall be at the pedagogical discretion of the unit members.

Collaboration schedules will be provided to the site administrator. Collaboration among unit members shall not be determined by the District or site administration. Unit members shall be provided with a weekly schedule of district meetings.

13. Unit members providing direct services to students will post their "office hours" informing parents, students, and administrators of their office hours for the week. Unit members shall be available for office hours at least one hour per work day. Unit members who are not full-time employees will modify their work schedule to accommodate their contracted hours of employment. Unit members will check-in with parents to provide updated information, answer questions and provide support via Parent Square, Email, phone call or any other means available. Bargaining unit members shall not be required to provide personal cell phone numbers or personal email addresses in communications with parents or students.
14. Unit Members' formal observations will not be conducted during implementation of distance learning and for the period of school closure. Formal evaluations that were completed, including a final evaluation conference and final evaluation report prior to the school closure, shall be deemed final for the 2019-2020 cycle. The evaluator shall provide the written summary evaluation to the unit member via email by May 1, and will arrange a mutual time to discuss the summary evaluation with the unit member remotely via phone or over the web. For incomplete evaluations for permanent teachers, the parties may agree to postpone incomplete formal evaluations until the 2020-2021 academic year or agree that that the evaluation shall become final for the 2019-2020 cycle. Unit members shall not be evaluated on Distance Learning lessons and/or instruction during this pandemic/period of Distance Learning.
15. Due to continual changes and state and local mandates, 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.
16. Resource Teachers may work collaboratively with core content teachers via a virtual platform to adapt lessons to meet the needs of students in a digital learning environment and ensure that lessons and activities are appropriate, as documented in the student's IEP.
17. When feasible and appropriate, Social Workers, Counselors, and School Psychologists will communicate with families to provide support, resources and outreach. Communication will be provided to students for academic counseling, monitoring, and guidance. Appointments or conversations may be conducted via email, telephone, or other virtual tools, as appropriate.
18. When feasible and appropriate, Speech and Language Pathologist will provide individual and/or group virtual lessons and resources. These lessons may be conducted via email, by telephone, or other virtual tools, as appropriate.

19. When feasible and appropriate, Related Service Providers (Adapted PE), will prepare appropriate distance learning resources that can be performed at home and align to the IEP.
20. Instructional coaches will provide online professional development as deemed necessary. Professional Development needs shall be assessed through surveys and suggestions of unit members. Coaches shall attend all staff meetings of at least one school site to which they are assigned and may work collaboratively virtually or through other online communication platforms with unit members as deemed necessary by mutual agreement of the unit members.
21. Unit members who are unavailable to work remotely due to illness not related to COVID-19, must use available sick time and/or appropriate leaves in accordance with the collective bargaining agreement and WCSD Board Policies. Qualifying Unit members unavailable to work remotely due to related issues to COVID-19, may use applicable leaves including paid sick leave and/or expanded FMLA under the Families First Coronavirus Response Act (FFCRA).
22. 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.
23. This MOU resolves the negotiable effects of distance learning due to COVID-19. The District and/or Association reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures in the 2019-20 school year.
24. Should the school closures continue into the 2020-2021 school year, the District and the Association agree to negotiate any additional impacts related to COVID-19 prior to the start of the first day of school of the 2020-2021 school year.

This MOU shall expire in full without precedent on June 5, 2020 unless extended by mutual written agreement.



Alejandro Vogel, WETA Bargaining Chair

4-27-2020  
Date



Dr. Maria Martinez-Poulin, WCSD Superintendent

4-27-2020  
Date

Memorandum of Understanding Between

Whittier City School District  
And The  
Whittier Elementary Teachers Association


April 27, 2020

The Whittier City School District and Whittier Elementary Teachers' Association enter into this Memorandum of Understanding related to the COVID-19 coronavirus pandemic and school closure.

The District agrees to provide all Unit Members with a \$50 one-time reimbursement to cover expenses while working remotely due to school closures. This one-time reimbursement is in lieu of reimbursements for expenses incurred in the course of performing services remotely and fully satisfies any claim to reimbursements under Education Code 44032.

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

4-27-2020  
Date

  
\_\_\_\_\_  
Dr. Maria Martinez-Roulin, WCSD Superintendent

4-27-2020  
Date