

TEMPLE CITY UNIFIED SCHOOL DISTRICT TEMPLE CITY EDUCATION ASSOCIATION

MEMORANDUM OF UNDERSTANDING

August 10, 2020

REGARDING COVID-19 CORONAVIRUS

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

Both parties recognize the need to address the District’s learning environment and instructional models given the continuing pandemic. It is in the mutual interest of both parties to abide by the recommendations and guidance from the Center of Disease Control Prevention (“CDC”), California Department of Public Health (“CHPH”), California Department of Education (“CDE”), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA) and the Los Angeles County Department of Public Health to prevent illness and contain the spread of the virus. While it is the goal of the District and Association to offer in-person instruction to the greatest extent possible, the 2020-2021 school year will start by offering distance learning until in-person instruction is safe.

**The parties agree to the following:**

**1. Distance Learning**

- 1.1 Both parties agree that distance learning means instruction in which the student and Unit Member are in different locations.
- 1.2 Unit Members shall provide daily instructional minutes according to the District provided schedule (in accordance to Education Code Section 43501 as amended by S.B.98).
  - 1.2.1 Distant learning days, hours, instructional minutes and/or member assignments do not correspond to the same scheduling requirements as on campus assignments.
- 1.3 Distance learning classes should be based on appropriate standards-based instruction and assessments. Unit Members should continue to attend to respective job duties including, but not limited to, supporting diverse learners, monitoring, grading student work and responding to parents.
- 1.4 Unit Members are responsible to provide students with synchronous or asynchronous instruction however, the lesson design and type of instruction provided shall be at the discretion of the Unit Member.
- 1.5 All in-person meetings and gatherings are prohibited and should be offered virtually (including but not limited to staff meetings, SST’s, professional development, parent-teacher conferences, Back-to-School Night, Open House, Promotion/Graduation) unless mutually agreed upon by both parties.
  - 1.5.1 The District shall forego Back-to-School Night at any site that deems the virtual equivalent unnecessary.
- 1.6 During distance learning, Unit Members shall not be directed or required to report to campus in person.
- 1.7 Unit Members may access and work from their classroom/office worksite during school hours as they deem necessary. In the event, a Unit member reports to a district worksite,

he/she shall be responsible for following state, county and local public health recommendations..

1.7.1 Follow these coronavirus office safety tips to help stop the virus from spreading at work.

- Stay at home when you are sick, except to seek medical care. Contact Associate Superintendent, Monica Makiewicz, for any questions regarding COVID-19 related leaves and/or return to work protocol.
- Maintain social distancing of at least 6-feet from other people (about 2 arms' length). Do not share workspace and congregate in areas that limit social distancing such as lunch rooms, workrooms, or faculty lounges. Unit member will wipe down equipment after use. District will provide disinfectant.
- When in public, wear a face mask that covers the nose and mouth.
  - Exceptions:
    - Employees who are working alone in their classrooms/offices.
    - Employees who are working alone and/or outside (i.e. Grounds, Facilities and Operations, Custodial, etc.).
- Avoid handshaking.
- Cover your cough and/or sneeze with a tissue, then throw the tissue in the trash and wash hands.
- Suspend or limit travel, and follow all CDC travel guidelines.
- Do not touch your eyes, nose, and mouth.
- Clean and disinfect frequently touched objects and surfaces.
- Wash your hands often with soap and water for at least 20 seconds.

## **2. Special Education, Specialists, and Counselors**

2.1 Special Education teachers will have a virtual classroom aide solely for the purpose of facilitating distance learning.

2.2 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. Special education teachers will 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.

2.2.1 All special Education meetings (including but not limited to 504's, IEP's and SST's) shall be held virtually.

2.3 The District shall provide extra academic and technology supports to Unit Members that are designed to address the needs of pupils who require special services.

2.4 Students with mild to moderate disabilities will be provided continuity of learning through a variety of distance learning resources, as appropriate. This enables all students access to the same learning opportunities.

2.5 Related Service Providers (Adaptive PE, OT, Orientation and Mobility, VI, etc.), will prepare appropriate distance learning activities that can be performed at home.

2.6 Distance Learning: Unit members, who are special education teachers, shall provide daily live interaction with students and their peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders. If daily live interaction is not feasible as part of regular instruction, the governing board or body of the local educational agency shall develop, with parent and stakeholder input, an alternative plan for frequent live interaction that provides a comparable level of service and school connectedness (EC43503(b)).

2.7 Distance Learning Plans for students in special education must include special

- education, related services, and any other services in a student's IEP with accommodations necessary to ensure that the IEP can be executed through distance learning (SB 98/EC 43503(b)). Unit members who are related service providers (e.g., speech and language specialists, occupational therapists, Vision Teachers, APE Teachers, etc.), shall implement the services as specified in each student's IEP. If the service delivery written in the IEP is not feasible, the Unit Member shall notify the appropriate administrator to develop an "Emergency Individualized Distance Learning Plan (EC 46392)".
- 2.8 Special Education Unit Members shall conduct special education initial and triennial assessments in person, one-on-one, with students as required by law. This assumes that the County Public Health Department approves the District's/SELPA's safety plan allowing students to be present on campus individually. TCEA demands to bargain a detailed MOU upon the approval of the District's/SELPA safety plan.
  - 2.9 Unit members shall not be required to schedule or hold IEP team meetings for the sole purpose of addressing Distance Learning or Hybrid models, however, an IEP team meeting shall be held within 30-days of the District's receipt of a request for an IEP team Initial, annual, addendum, amendment, and triennial IEPs shall be scheduled and held as normal. Case managers will be required to provide customized Distance Learning Plans for each student on their caseload. The District shall provide each Unit Member a template for this purpose that would only need to have blank fields completed and sent to parents. TCEA demands to bargain a detailed MOU upon the approval of the District's/SELPA safety plan.
  - 2.10 School Psychologists may provide appointments for students for social emotional and/or behavioral needs as deemed necessary by the psychologists, as well as communicate with families to provide support. Any appointments scheduled may be conducted by telephone or virtual tools.
  - 2.11 Speech and Language Pathologist may provide individual and/or group virtual lessons. These lessons may be conducted via email, by telephone, or other virtual tools, as appropriate.
  - 2.12 Counselors may provide virtual or telephone appointments to students for academic counseling, monitoring, and guidance. These appointments or conversations may be conducted via email, telephone, or other virtual tools, as appropriate.
- 3. Physical Education**
- 3.1 Physical Education minutes are waived by the state however, PE teachers will be required to provide a combination of synchronous and asynchronous instruction as described in grade level schedules as well as provide a student grade.
- 4. Technology/Materials**
- 4.1 The District shall ensure equitable access to education for all students by providing them with technological devices and access to connectivity.
    - 4.1.1 District/Site Administrators are responsible for distributing needed books, printed materials and supplies to students throughout the year, as needed.
  - 4.2 The District shall provide all Unit Members the necessary equipment and supplies needed to provide distance learning, including laptops and other items normally provided during in-person learning.
    - 4.2.1 Unit members shall not be liable for damage to District equipment due to reasonable use for work.
  - 4.3 The District and Association agree that the use of specific online software and/or applications will be used for instruction and/or communication. The District will provide the appropriate hardware/software (including but not limited to Canvas, SeeSaw, Zoom, Big Blue Button, Google Classroom, Kami, Nearpod, Flocabulary, i-Ready, etc.)

- 4.4 If unit members do not have home internet strong enough to engage with students, the District will pay for home internet that is strong enough. Teachers of TK, K, and 1st grade students will have devices that are identical or similar to their students devices.
- 4.5 District shall require students/parents to sign a waiver ensuring they are aware that the recording of live/synchronous or virtual prerecorded instruction is unlawful and requires the consent of the Unit Member.

## **5. Training/Support**

- 5.1 After the start of school, Unit members are to receive virtual professional development on the use of all new technology.
- 5.2 Additional trainings required by the district shall be compensated using the non-instructional hourly rate.
- 5.3 The district shall provide Unit Members access to District provided technical support via virtual tools. This may include access to technical support personnel, helplines, and other technical support from District vendors and/or staff, as well as help on distance learning platforms and instructional materials.
- 5.4 Prior to school starting, the district shall provide parents (and students) with training on Canvas and access information to a help desk for questions on the use of district devices and programs.
  - 5.4.1 The helpdesk should be available as long as there are distant learners.

## **6. Evaluations**

- 6.1 The evaluation process including self-assessment, goals and scheduled observations and evaluations will cease for permanent certified staff members until in-person instruction resumes, unless a Unit Member requests an observation or evaluation.
- 6.2 Probationary, temporary, and provisional staff shall still receive formal observations and reviews.

## **7. Pay/Benefits**

- 7.1 While working under the distance learning model, Unit members shall continue to receive their full compensation and benefits.
- 7.2 In-person adjunct duties shall be cancelled unless such duties are deemed essential and can be performed in a virtual setting.
- 7.3 Paid extracurricular duties (Article XV, Section 5) and stipends of Unit Members shall be paid under the collective bargaining agreement, Appendix E-2. Unit Members shall receive their additional pay and/or stipend amount regardless if those activities are performed, modified or canceled.
- 7.4 Unit members responsible for or volunteering to serve on District lead committees shall continue to be paid the non-instructional hourly rate while conducting business remotely.

## **8. Absences / Substitutes**

- 8.1 Unit members who are sick or need to attend to personal business and are unable to work remotely will inform their supervisor and students that they will be taking a personal/sick day and will not be available for work.
- 8.2 Unit members may request a grade level or department colleague to substitute for personal necessity and personal business leave but for no more than three (3) days.
  - 8.2.1 Unit members that are requested to substitute for a colleague may decline.
- 8.3 Unit members who take on the role of substitute will be compensated at the daily substitute rate.
- 8.4 Any additional sick leave per HR6201 Families First Coronavirus Response Act will be enforced as applicable.

## **9. Health Screening, Notification and Contact Tracing**

- 9.1 Each school site shall oversee the health screening of individuals on campus.
- 9.2 Staff with symptoms consistent with COVID-19 shall be sent home.

9.3 If the District is notified that a District employee tested positive for COVID-19, the District shall initiate contact tracing procedures. All persons who may have come in contact with the infected individual shall be notified.

9.3.1 It is understood that medical privacy rights under HIPAA, CMIA, and any other applicable medical privacy laws will be maintained in making this disclosure to the fullest extent possible.

## **10. Returning to School / Hybrid Learning**

10.1 If the District is able to provide a safe and healthy in-person learning environment both parties agree to collaborate on a safe return to on-campus instruction by mutually reviewing and developing this section.

10.2 Unit members shall be provided two (2) classroom preparation days prior to the start of on-campus instruction. These days shall be non-student days. They should have limited site meetings so that Unit members have adequate time to prepare their work space.

10.2.1 Unit Members shall be clearly informed by district email regarding schedules and expectations (in-person/hybrid/combination) as soon as any decisions about reopening campus(es) occurs.

10.3 All schools will be cleaned and sanitized before staff or students return. Once school sites reopen the District will ensure that every classroom and office is cleaned and sanitized daily during the coronavirus outbreak.

10.4 Prior to TCUSD schools reopening, the District will at a minimum, provide hand sanitizer in all classrooms and access to hand sanitizer at each unit member workstation who does not have a traditional classroom. Hand sanitizer will also be placed in break and meal areas and in high traffic areas such as counselor offices, library, copy/supply room, computer labs, administrative offices.

10.5 Prior to TCUSD schools reopening, the District will ensure that all sinks (including those located in staff break rooms, all bathrooms, cafeterias/kitchens, classrooms, and janitorial closets) are functioning with water and kept stocked with soap and paper towels.

10.6 Unit members who may be exposed to the coronavirus are individually required by the District and/or a public health official to be quarantined and placed on paid leave for 10 days, which will not be deducted from the member's sick, personal or extended illness leave. Once the period of quarantine ends, the member shall be expected to either report to work or use approved sick, vacation, personal necessity or other leave.

10.7 Regardless of the District's ability to operate in-person learning, distance learning should continue to be available to students who are medically fragile, quarantining or don't want to return to campus.

10.8 Unit members who are at a higher risk for serious illness from coronavirus because of age (65 and older) or a serious long-term health problem (as verified by a doctor's note) are excused from reporting to work on site during the COVID-19 pandemic. They will be given a comparable paid remote assignment unless the Unit member over 65 chooses to return to an on-campus assignment.

10.9 Once back on campus, Emergency Paid Sick Leave on an intermittent basis to care for a child whose school or childcare is closed or unavailable "due to COVID-19," within the provisions of the Family First Coronavirus Response Act or its reauthorization.

10.10 Upon reopening, Unit members shall be provided two (2) classroom preparation days prior to students returning.

10.10.1 Unit members will be notified by District-issued email accounts in the event of future school closures. Unit members will be given two additional two (2) work days, without students, to prepare content we return to distant learning.

The Association and TCUSD share joint interests in keeping communications open and working collaboratively for the benefit of students, staff and the District community. As events continue to unfold during the pandemic TCEA reserves the right to negotiate any additional impacts of the 2020-21 school year based on any new guidance or directives from any state or federal agency or should new circumstances arise.

This MOU shall expire in full without precedent on December 31, 2020 or when we return to sites unless modified by mutual written agreement of both parties.

FOR THE ASSOCIATION:

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TCEA President

Date

**Kyla Hjertstedt**

TCEA Vice President

Date

**Lisa Hoiby**

TCEA Representative

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FOR THE DISTRICT

**Kimberly Fricker**

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TCUSD Lead Negotiator

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