

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WASHINGTON UNIFIED SCHOOL DISTRICT
AND
WEST SACRAMENTO TEACHERS ASSOCIATION
REGARDING THE COVID-19 PANDEMIC AND SCHOOL OPENING DURING THE 2020-2021 SCHOOL YEAR.**

August 5, 2020

Washington Unified School District (“District”) and West Sacramento Teachers Association (“Association”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus COVID-19 and the opening of schools during the 2020-2021 school year.

The District and the Association are parties to a collective bargaining agreement (“CBA”) that expires on June 30, 2021. Section 7.4 of the collective bargaining agreement provides, “The District retains its right to temporarily amend, modify or rescind policies and practices referred to in this agreement in cases of ‘Emergency.’” Section 7.5 defines an emergency to include, among other examples, a “plague.”

On June 30, 2020, California Governor Newsom signed Senate Bill 98 (“SB 98”) – the omnibus education trailer bill. Therein the Governor and legislature include new Education Code sections addressing potential modifications to the delivery of instruction for 2020-2021. SB 98 allows distance learning in two circumstances: on a local educational agency or schoolwide level as a result of an order or guidance from a state public health officer or a local public health officer; and for pupils who are medically fragile or would be put at risk by in-person instruction, or who are self-quarantining because of exposure to COVID-19. (Education Code § 43503.) SB 98 also provides, “A local educational agency shall offer in-person instruction to the greatest extent possible.” (Education Code § 43504.) Pursuant to SB 98, District intends to begin the 2020-2021 school year utilizing a virtual learning model.

The 2020-2021 school year will begin in the virtual learning model and continue in this model through at least the first quarter. After this date, the parties may shift to an on-site in-person hybrid or traditional model if/when the County and State determine it is safe to do so. The parties agree to return to the bargaining table and negotiate the effects of a blended model of instruction no later than September 8, 2020.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The Parties acknowledge that staff and students may need to self-quarantine, become quarantined, and/or the District may need to close a learning cohort or close school(s) on an emergency basis to slow the spread of infection and illness arising from COVID-19 during the 2020-2021 school year.

Unless otherwise noted below, the provisions of this MOU shall supersede any provisions of the Collective Bargaining Agreement between the Parties that are in conflict for the duration of this MOU (expires July 31, 2021), or until modified by mutual agreement of the District and the Association. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement (“CBA”) not in conflict with this MOU. Further, the Parties affirm that all provisions of the Educational Employment Relations Act (“EERA”) *California Government Codes 3540 et seq.* apply and remain in effect.

The Parties agree to the following:

1. DEFINITIONS

- 1.1. “Classroom” – is any academic, learning, assessment, or instructional space used by students, certificated, classified, parents, administrators, or other adults on a school campus. This applies to both indoor and outdoor learning spaces, and includes libraries, computer or scientific laboratories, study halls, or any other common space on a school campus.
- 1.2. “Common Equipment” – is any school equipment or structures that is designed to be used or shared by more than one individual. This includes, but is not limited to, technology, books, computers, recess/playground equipment, physical education equipment, pens, pencils, etc.
- 1.3. “Common Space” – is any indoor or outdoor space on a school campus designed or commonly used by more than one group of individuals. This includes, but is not limited to, school offices, nurse stations, playgrounds, blacktops, quads or outdoor gathering spaces, hallways, bathrooms, etc.
- 1.4. “Face Coverings” – cloth face coverings, face shields with neck guards, or masks as recommended by federal, state, and local public health guidance.
- 1.5. “Physical Distancing” – also known as social distancing to help decrease the spread of the virus by increasing the space between people and reducing the number of different people with whom a person interacts.
- 1.6. “In Person Learning” – any form of instructional interaction that occurs “in-person” and in real time between teachers and students or among colleagues and peers. This includes any time bargaining unit members are working on site.
- 1.7. “Disinfection” – Thermal or chemical destruction of pathogenic and types of microorganisms.
- 1.8. “Asynchronous Instruction” – is a general term used to describe forms of education, instruction, and learning that do not occur in the same place or at the same time.
- 1.9. “Synchronous Instruction” – is a general term used to describe forms of education, instruction, and learning that occur at the same time, but not in the same place.
- 1.10. “Interaction” – refers to interaction with bargaining unit members and the students’ peers for the purpose 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.

2. **FACE COVERINGS IN THE VIRTUAL MODEL**

- 2.1. The District shall provide face coverings to all bargaining unit members and students for every day that bargaining unit members or students report to school sites.
- 2.2. In-lieu of using District-provided face coverings, bargaining unit members may bring their own face coverings so long as the face coverings comply with public health guidelines and provide equivalent protection to the face coverings provided by the District.
- 2.3. Bargaining unit members shall not be required to bring their own face coverings, and no bargaining unit member shall be disciplined or evaluated negatively for not bringing their own face coverings.

- 2.4. Bargaining unit members shall be notified by 5 pm via email if the site is unable to provide a face covering the following work day. Bargaining unit members who cannot provide their own face covering shall work remotely until sufficient face coverings are available at their work site.

2.5. Face Covering Requirements

- 2.5.1. Face coverings are required to be worn properly at all times by all individuals on a school campus indoors or outdoors (except when alone in a personal work area, office, or classroom). When leaving individual spaces and entering or passing in common areas, staff must wear face coverings at this time. The expectations regarding face coverings and safety protocols will be presented to the staff during the District's safety training. This applies to all staff, all students in grades 3-12, all administrators, and any visitors on campus over two years of age. Students in grade Preschool-2 shall be strongly encouraged to wear face coverings. Before the beginning of the school year, the District shall develop and share with staff a plan to address students in grades 3-12, and others who are not in compliance with the face covering requirements. In addition, this plan will be communicated to students and families prior to being allowed access to district facilities.

- 2.5.1.1. Face coverings shall not be required for students or staff if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist.

- 2.5.2. Bargaining unit members who cannot wear a mask should contact the Human Resources department.
- 2.5.3. The District will notify applicable bargaining unit members working with a student, who is exempt from wearing a face covering. The District shall provide the bargaining unit members with an N95 mask.
- 2.5.4. An N95 mask shall be provided to bargaining unit members caring for individuals who get sick at the worksite with possible symptoms of COVID-19 illness.

2.6. Hand Washing Requirements

- 2.6.1. The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- 2.6.2. All individuals shall be required to wash their hands or use CDPH approved hand sanitizer upon entering district sites and every time a classroom is entered.
- 2.6.3. The District shall comply with the following hand washing requirements:
 - 2.6.3.1. Every room with a sink shall be stocked with soap, paper towels, and CDPH approved hand sanitizer.
 - 2.6.3.2. Every classroom shall be provided CDPH approved hand sanitizer.
 - 2.6.3.3. Non-classroom workspaces and common spaces shall be provided CDPH approved hand sanitizer.
 - 2.6.3.4. Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point on a school campus.

- 2.6.3.5. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked immediately as needed *and* prior to the beginning of each day that staff or students are on campus.

3. SAFETY PROTOCOLS IN THE VIRTUAL MODEL

- 3.1. The COVID-19 pandemic has caused federal, state, and local public health officers to issue orders and guidance impacting the educational operations of the District in order to minimize health and safety risks associated with COVID-19 infection and illness. As a result of the orders and guidance issued by federal, state, and local public health officers, when any staff or students are on campus during the 2020-2021 school year all of the provisions in sections 2 and 3 shall be followed.

3.2. Safety

- 3.2.1. The District shall adhere to the COVID-19 guidelines and orders issued by the Centers for Disease Control and Prevention (“CDC”), California Department of Public Health (“CDPH”), California Department of Education (“CDE”), California Department of Industrial Relations Division of Occupational Safety and Health (“Cal/OSHA”), and Yolo County Department of Health and Human Services issued as of the signing of this MOU. These guidelines include but are not limited to: Cleaning and Disinfecting, Physical Distancing, Face Coverings, Hygiene, and Symptom Checks.
- 3.2.2. Where there is a conflict between the various guidelines or orders, the District shall adhere to the most restrictive guidelines or orders in order to minimize potential health and safety risks for all bargaining unit members, students, and their families.
- 3.2.3. The Parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to the guidelines.

3.3. Physical Distancing

3.3.1. Classroom/Academic Learning Spaces

- 3.3.1.1. The District shall ensure minimum physical distancing of six (6) feet between all student workspaces, between all educator and student workspaces, and between all employee workspaces.
 - 3.3.1.1.1. All bargaining unit members’ workspaces shall be measured and marked to maintain the physical distancing requirement prior to the start of in-person learning.
 - 3.3.1.2. No bargaining unit member shall be directed to violate the six (6) feet of physical distancing requirement.
 - 3.3.1.3. Physical distancing will be required for all staff, all students in grades Preschool-12, all administrators, and any visitors. Before the beginning of the school year, the District shall develop and share with staff a plan to address students and others who are not in compliance with physical distancing requirements. In addition, this plan will be communicated to students and families prior to being allowed access to district facilities.

3.3.2. Breakfast/Lunch/Nutrition Breaks

- 3.3.2.1. Physical distancing of six (6) feet shall be maintained between students, between staff and students, and between all staff during their lunch period(s) as

practicable.

3.3.2.2. Staff lounge or workroom capacity while maintaining physical distancing requirements shall be determined and posted on all entrances to the staff lounge.

3.3.3. School Ingress and Egress Points

3.3.3.1. Since students, parents, and staff tend to congregate in large groups at access points before and after school:

3.3.3.1.1. School sites shall identify multiple access points to be used for student and parent ingress and egress before and after school.

3.3.3.1.2. Where possible, staff, students, and parents will be assigned an ingress and egress point for use when coming to school for in-person learning.

3.3.3.1.3. Bargaining unit members shall not be assigned to monitor ingress and egress locations in order to minimize the number of different people with whom a bargaining unit member interacts.

3.3.4. Meetings and Gatherings

3.3.4.1. In-person meetings that require the attendance of a bargaining unit member, shall be held in a virtual setting for the 2020-2021 school year unless it is deemed safe through state safety and health guidelines (including but not limited to, staff meetings, 504s, IEPs, SSTs, professional development, committee meetings, district meetings, staff gatherings, parent meetings, and parent-teacher conferences). If a meeting is scheduled to be conducted in-person, a bargaining unit member may choose to attend the meeting remotely, unless required for specialized support services.

3.4. Other Health and Safety Issues

3.4.1. Daily Cleaning and Disinfecting

3.4.1.1. The District shall ensure that all shared classroom spaces, common spaces, and shared workspaces in use are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, restrooms and other high touch fixtures. The District shall use the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials.

3.4.1.2. Daily cleaning and disinfecting as described in Section 3.4.1.1 shall be done by trained custodial personnel. Bargaining unit members shall not be required to perform daily cleaning and disinfecting that falls outside duties reasonably comprehended within bargaining unit job descriptions.

3.4.1.3. Upon request of the Association, the District shall provide copies of all Safety Data Sheets (“SDSs”) required to be maintained by Cal/OSHA.

3.4.2. Air Ventilation and Filtration

3.4.2.1. The Parties affirm that public health officials indicate that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection

of COVID-19 through the air. All locations with functioning windows shall be encouraged to keep them open depending on weather, temperature, or air quality conditions.

- 3.4.2.2. The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to 100% as indoor and outdoor conditions safely permit.
- 3.4.2.3. HVAC air filters shall be equipped with appropriately fitted filters and changed at the recommended intervals.
- 3.4.2.4. If an individual tests positive for COVID-19, the District will change all HVAC filters in the airflow system of the specific HVAC machine associated with the spaces the individual occupied.

3.4.3. **Health Screening, Testing, Notification, and Contact Tracing**

3.4.3.1. The District shall ensure that all students, employees, and visitors are checked daily for symptoms associated with COVID-19 infection prior to entering school including temperature checks.

3.4.3.1.1. Bargaining unit members will not be responsible for performing these daily symptom checks. However, nurses may oversee the health screenings.

3.4.3.1.2. Health screening, testing, notification, and quarantine protocols and procedures will be created prior to the beginning of the school year.

3.4.3.1.3. All students and staff will be trained on these protocols and procedures.

3.4.3.2. Staff and students with any symptoms consistent with COVID-19 or who have had close contact with a person with COVID-19 shall be sent home or sent to an isolation room on site pending travel home or to a medical facility.

3.4.3.3. Upon notification that an employee or student has been infected with COVID-19, the District shall initiate contact tracing procedures in conjunction with the Yolo County Department of Health and Human Services. All persons who may have come in contact with the infected individual shall be notified. The District shall notify the Association President of the location(s) where the infected individual was present on the school campus during the suspected incubation/active infection period.

4. VIRTUAL LEARNING MODEL

4.1. Consistent with *Education Code Section 43503* as amended by SB98, if as a result of the orders and guidelines issued by federal, state, or local public health officers, the District is unable to provide a safe and healthy in-person learning environment for all students as required in Sections 2 and 4, virtual learning may be offered for students on either a hybrid model combining in-person learning and virtual learning or a total virtual learning model of instruction. Regardless of the District's ability to operate in-person learning according to Sections 2 and 4, virtual learning is permitted five days per week for

students who are medically fragile or would be put at risk by in-person learning instruction, or who are self-quarantining because of exposure to COVID-19.

- 4.1.1. The Parties affirm that the District shall offer in-person instruction to the greatest extent possible while also maintaining a safe and healthy learning environment for all students, educators, and their families. This is done consistently with the provisions of this MOU.

4.2. Virtual Learning

- 4.2.1. The 2020-2021 school year will begin in the virtual learning model and continue in this model through at least the first quarter. After this date, the parties may shift to an on-site in-person hybrid or traditional model if/when the County and State determine it is safe to do so. The parties agree to return to the bargaining table and negotiate the effects of a blended model of instruction no later than September 8, 2020.

- 4.2.1.1. The District shall provide five (5) working days of advance notification to all bargaining unit members to prepare for a safe return when any transition to in-person learning occurs.

- 4.2.2. All students will receive synchronous or a combination of synchronous and asynchronous instruction and content five (5) days per week through virtual learning. All live virtual sessions (i.e., Zoom, Google Meet) shall be supervised by a bargaining unit member, administrator, or support staff. Teachers shall supervise and shall be available for live student interaction during all instructional blocks/periods. These virtual sessions will be accessible to site administrators to support teaching and learning.

- 4.2.2.1. All content shall be aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

- 4.2.2.2. All students will receive daily live interaction with certificated employees and 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 and consistent with this MOU.

- 4.2.2.2.1. This daily live interaction shall be designed by the classroom teacher to meet the needs of students.

- 4.2.2.2.2. An instructional schedule will be published weekly by each grade level, preschool through fifth grade. A common template for these instructional schedules will be provided by the District. Students in grade 6-12 will follow their individual class schedule for their school site.

- 4.2.2.2.3. If daily live interaction is not feasible as part of regular instruction, the District shall develop an alternative plan in consultation with and based on meaningful input from students, parents, bargaining unit members, and site administrators.

- 4.2.3. The District shall ensure equitable access to education for all students and shall confirm and/or make provisions so that all pupils have adequate access to connectivity and technological devices to participate in the educational program and complete assigned work.

- 4.2.4. The Administration, in consultation with, the classroom teacher, guardians, and students, shall collaborate to provide academic and other supports in virtual 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 supports.
 - 4.2.4.1. In order to ensure equitable access to the educational program and academic and other supports, the District may choose to provide additional virtual learning opportunities outside the teacher duty day for the students described in section 4.2.3. Bargaining unit members will be paid at the Hourly Instruction Rate (IR) when providing standard based instruction to students. Other after hours interactions will be paid at the Other Hourly Assignment (OHA) rate.
 - 4.2.4.2. In order to provide equitable access to the educational program, special education and other related services, for pupils with an individualized education plan (IEP), the District shall ensure that all IEPs can be executed in a virtual learning environment to the extent possible. If it is determined by the IEP team that a student should remain in an in-person learning environment for all instructional days, the District shall offer in-person learning so long as all safety protocols are followed. If bargaining unit members are working with students in-person who are exempt from wearing a face covering, that member shall be provided N95 masks and physical barriers as needed.
- 4.2.5. Bargaining unit members shall determine the means and methods for providing virtual learning based on appropriate 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, and reporting non-participation to the site administrator for additional outreach and follow-up.
- 4.2.6. Bargaining unit members are expected to work and be available during their work hours, 8:00 am – 2:30 pm on workdays. To provide students and parents with consistency and to avoid conflicts, academic support/interactive instruction shall be scheduled during the same times each week. Bargaining unit members shall have time each week designated to provide student support, feedback, and clarification. This may be conducted via phone, email, and/or other virtual platforms.
- 4.2.7. Interactive instruction should 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 allows the bargaining unit member opportunities to provide the student encouragement and feedback.
- 4.2.8. Bargaining unit members providing service in a total (non-hybrid) virtual learning model may work from their primary assigned classroom/office workspace or remotely during school hours indicated in this MOU. If working on site, bargaining unit members shall be responsible for following all safety and health requirements in Sections 2 and 3 of this MOU, and shall notify site administration of their presence as per district protocol.

- 4.2.8.1. Bargaining unit members who work remotely shall comply with all district policies, administrative regulations, work schedules, and job assignments. Bargaining unit members working remotely shall do so within regular work hours established for the position. Bargaining unit members working remotely are expected to conduct their work in a location that is safe and free of obstructions, hazards, and distractions. Such employees shall report to their supervisor of any serious injury or illness occurring in the home workspace or in connection with their employment as soon as practically possible in accordance with Board policy.
- 4.2.8.2. Bargaining unit members shall notify their supervisor and enter their time in the electronic management system when unable to perform work assignments due to illness or other unforeseen circumstances.
- 4.2.8.3. Bargaining unit members shall use caution in accessing the Internet from public locations and in accessing information from networks outside of the district in order to safeguard confidential information. Work done at a remote work location is considered official public business. District records and communications shall be retained and safeguarded against damage or loss, and shall be kept confidential or made accessible to the District in accordance with law.
- 4.2.8.4. Bargaining unit members shall be responsible for maintaining and protecting equipment on loan from the district and shall adhere to the district's Acceptable Use Agreement.
- 4.2.8.5. Any bargaining unit members working remotely shall be available during work hours, 8:00 am – 2:30 pm to the bargaining unit member's supervisor and other staff, students, and parents/guardians as appropriate, via email, phone, or other means.
- 4.2.8.6. Repeated lack of responsiveness and failure to comply with any of the expectations listed above on the part of a bargaining unit member may result in progressive discipline and possible termination of remote work arrangements which are subject to the negotiated process found in Article 21 of the current CBA.
- 4.2.9. Any *recording* of live/synchronous virtual instruction is required to have the consent of the parent, teacher, and the principal.
- 4.2.10. The District shall provide all bargaining unit members the necessary equipment and supplies in order to provide virtual learning and any other items normally provided during in-person learning.
 - 4.2.10.1. The District shall be responsible for the initial distribution of adopted curriculum, Chromebooks, and materials prior to the implementation of a virtual learning model and/or a change in courses.
 - 4.2.10.2. If a bargaining unit member later chooses to provide teacher made printed materials, adopted curriculum, or supplies to students, bargaining unit members

will work with site administration to schedule the distribution of such materials to students.

4.2.11. Instruction

4.2.11.1. 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), 4-12 (240 daily minutes), and Continuation High School (180 daily minutes) are in effect for the 2020-2021 school year. Daily instructional minutes in a Hybrid Model, any in-person learning student schedules and any virtual learning student schedules shall only require the minimum instructional minutes. The bargaining unit member workday shall be as described in this MOU. This will permit classroom teachers more time to provide instruction to both in-person and virtual learning students. Draft schedules are attached to demonstrate the instructional minutes.

4.2.11.1.1. Virtual learning, academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, or live interaction shall all be combined to meet the daily minimum minutes per grade level. Daily lesson plans, assessments, and instructional methodologies shall be used to support student learning.

4.2.12. Virtual Learning Accountability Requirements

4.2.12.1. The District shall provide a tracking system to document daily participation for each pupil on each school day, in whole or in part, for which virtual learning is provided. A pupil who does not participate in virtual learning when assigned to do so shall be documented as absent by the virtual learning teacher.

4.2.12.1.1. Evidence of daily student participation in virtual learning shall be obtained using:

4.2.12.1.1.1. evidence of participation in online activities;

4.2.12.1.1.2. completion of regular assignments and/or assessments; and

4.2.12.1.1.3. contacts between employees of the District and pupils or parents or guardians.

4.2.12.2. The District shall oversee that the weekly engagement record is completed for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of virtual learning, verifying daily participation, and tracking assignments.

4.2.12.3. Site administrators or support staff shall make contact with the pupil's parents or guardians pursuant to the requirements of *Education Code Sections 43504(f)* for pupils who are absent from virtual learning for more than three school days or 60% of the instructional days in a school week. Bargaining unit members and support staff shall collaborate with site administrators to provide tiered re-engagement strategies.

4.2.12.4. Classroom teachers shall regularly communicate with parents and guardians regarding a pupil's academic progress consistent with established practices and procedures for traditional in-person learning.

4.2.13. Technology

4.2.13.1. In the event that technology is not available and/or functioning, the bargaining unit member(s) will notify their site administrator.

4.2.13.2. The district shall continue to provide a system for replacing defective/broken equipment for both staff and students in a timely manner.

4.2.13.3. When bargaining unit members are unable to provide technology support to students, bargaining unit members shall refer parents/guardians to submit school site technology support requests to designated support staff in order to resolve technology issues when needed.

4.2.13.4. Bargaining unit members shall not be liable for unintentional damage to District equipment.

4.3. Non Instructional Duties

4.3.1. PLT and/or Planning Time shall occur on a daily basis as exemplified on the attached schedule.

4.3.1.1. Site staff/PLT meetings will be held on Thursdays during PLT and Planning Time. Sites will hold not more than two (2) staff meetings per month. Site administration will provide an agenda prior to the meeting.

4.3.1.2. Grade level/department PLT will be held on Tuesdays during PLT and Planning Time.

4.3.1.3. Professional learning time on Wednesdays will follow the calendar adopted on 7/29/2020.

4.3.1.4. Mondays and Fridays Planning Time will be reserved for bargaining unit members to plan for virtual learning.

4.3.2. There shall be one grade level chairperson for each grade level TK/K through Grade 5, districtwide. When a TK/K-5 Chairperson is selected via application and appointed by the Educational Services Department, compensation will be at \$3500 per chairperson.

4.4. In-Person Adjunct Duties, Committee Assignments, or Extra Duty Work

4.4.1. Any and all in-person adjunct duties, committee assignments, or extra-duty positions shall be postponed unless such duties, assignments, or positions can be reasonably performed in a virtual setting.

4.5. Back to School Night, Open House, and Other Ceremonies

4.5.1. Back-To-School Night, Open House, and in-person Promotion/Graduation meetings or Ceremonies shall be held in a virtual setting for the 2020-2021 school year until it is deemed safe through County and State safety and health guidelines.

4.6. Parent Conferences (Grade TK-8)

- 4.6.1. Parent conferences shall be held in a virtual setting for the 2020-2021 school year until it is deemed safe through County and State safety and health guidelines.
 - 4.6.1.1. Grades TK-5: Fall parent conferences will be held from September 21, 2020 through October 2, 2020. Teachers will schedule conferences with parents over a two week period. During this two week period, all other meetings shall be cancelled.
 - 4.6.1.2. Grades 6-8: Due to the large number of student contacts, grades 6-8 parent conference procedures will prioritize at-risk students and parent requests for conferences. These procedures will be determined in accordance with Article 14.12.1.2 of the current CBA.
 - 4.6.1.2.1. Fall parent conferences will be held from September 21, 2020 through October 2, 2020. Teachers will schedule conferences with parents over a two week period. During this two week period, all other meetings shall be cancelled.

5. SUBSTITUTE COVERAGE IN THE VIRTUAL MODEL

5.1. Virtual Learning

- 5.1.1. In the event a virtual class is without a teacher or a substitute teacher, the school site administrator will seek volunteers from the bargaining unit who are not primarily assigned to teach, in order to provide any necessary instructional minutes to students, to provide daily live interaction, or to assist students as needed. A bargaining unit member assigned to full-time virtual learning may volunteer to temporarily cover the additional workload so long as the work can still be provided within their regular workday described in this MOU. Bargaining unit members will be compensated in accordance with Article 17.11 of the current CBA.
- 5.1.2. If no certificated bargaining unit member is available to provide substitute teaching coverage, the virtual classroom may be instructed by an administrator until such time as a bargaining unit member or certificated substitute teacher becomes available. Classified employees shall not substitute teach a virtual class but may be used to assist students already assigned work by their regular classroom teacher.

6. LEAVES

- 6.1. Bargaining unit members continue to have all leave rights as provided in Article 11 - Leaves of the current CBA.
- 6.2. Bargaining unit members who have exhausted accumulated sick leave and require additional leave for COVID-19 illness and quarantine, may access extended sick leave and catastrophic leave as provided in Article 11 - Leaves of the current CBA.
- 6.3. Bargaining unit members who are placed on quarantine by a physician or county medical agency, due to suspected illness or exposure to COVID-19, and cannot work, may access leave as provided in Article 11 - Leaves of the current CBA and available through the Federal Families First Coronavirus Response Act ("FFCRA"), and where eligible available through and subsequently enacted California or federal leave law. (Please see attached Department of Labor poster for clarification of the FFCRA) The District will pay a bargaining unit member's full salary regardless of per diem pay limits in the FFCRA.

6.3.1. If a bargaining unit member has exhausted their FFCRA benefits and is required to quarantine due to a worksite exposure, the bargaining unit member will not be required to use their personal sick leave. The District will pay their full benefits during this time while they perform their virtual work duties. If the bargaining unit member is unable to perform these duties due to contracting COVID-19 from their work exposure, they shall submit a Workers' Compensation claim within one (1) business day or as soon as possible.

6.4. Bargaining unit members continue to have the rights provided under Labor Code section 230.8 in order to address child care and/or school emergencies caused by coronavirus-related concerns. Per Labor Code section 230.8 (b) (1), this leave is to be coordinated with leaves provided in the current CBA as specified.

6.5. **Industrial Accident Leave/Workers' Compensation**

6.5.1. All provisions of the current CBA pertaining to Industrial Accident Leave and/or Workers' Compensation remain in effect.

7. TRANSFERS AND ASSIGNMENTS

7.1. The District shall post and notify all bargaining unit members of remote assignment vacancies via district email. Vacancies shall also be posted on the District website. The vacancy shall contain the title and brief description of the position, the credential requirements for the position, and a closing date which is at least seven (7) calendar days following the posting date.

7.2. The bargaining unit member's request for a virtual learning remote work assignment must be submitted via email but shall not require the submission of credentials or other attachments. The request may include the reasons for the bargaining unit member's request, including that they are seeking the virtual learning remote work assignment because either they or someone in their household is at high risk for infection and illness associated with COVID-19. Such information shall not be utilized or perceived by the District as a request for a reasonable accommodation. The District will acknowledge the receipt of the bargaining unit members request via email.

7.3. Priority for virtual learning remote work assignments shall be given to those individuals who are requesting the remote work assignment because either they or someone in their household is at high risk for infection or illness associated with COVID-19, in order of hire date seniority with the District.

7.4. If after giving priority of assignment to bargaining unit members according to Section 7.3, there is additional virtual learning remote work available, the remaining assignments shall be filled according to the provisions in Articles 5.3.4 and 5.5.5 in the current CBA.

7.5. All assignments and transfers made to accommodate for COVID-19 related scheduling in the 2020-2021 school year will expire on June 30, 2021.

8. PAY AND BENEFITS

8.1. While working under a total virtual learning model, or during a period of total emergency school closure, bargaining unit members shall continue to receive their full compensation and benefits. If extracurricular duties can and are performed, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the current CBA. Any additional District requested time that is above the agreed upon stipend description or past practice that bargaining unit members agree to work will be compensated at the Other Hourly Assignment (OHA) rate.

- 8.2. Bargaining unit members shall receive a stipend of \$250 for costs incurred with working from home, increased personal data usage, and home internet upon completion of their virtual or hybrid learning duties. The stipend will be paid on or before December 31, 2020. An additional \$250 stipend will be paid if virtual learning continues throughout the school year and paid on or before the June 30, 2021, pay warrant.
- 8.3. Any bargaining unit members that provide substitute coverage for a virtual learning class, shall follow the provisions in Article 17.11 of the current CBA.

9. EVALUATION

- 9.1. The period of time from the start of the school year through September 30, 2020 shall not be used to evaluate bargaining unit members in order to allow time for bargaining unit members and administrators to adjust to a new model of instruction. The evaluation process shall begin on October 1, 2020, with all observations and final evaluations concluded by the designated end date in the current CBA.
- 9.2. Evaluations during the 2020-2021 school year shall include the new observation form, and the former final evaluation form (see Appendix).

10. PUPIL PERSONNEL SERVICES STAFF AND OTHER STAFF NOT ASSIGNED A CLASS ROSTER

- 10.1. All certificated bargaining unit members not assigned as a classroom teacher and other staff working in these positions (including, but not limited to counselors, librarians, speech-language pathologists, psychologists, social workers, teachers on special assignment, academic coaches, and nurses) shall maintain all physical distancing, face coverings and safety requirements in this MOU.

11. COVID-19 EXPOSURE AND COHORT/SCHOOL SITE CLOSURE

- 11.1. Staff, administrators, and students who are sick are expected to remain home and shall not be permitted on a District site while sick.
- 11.2. During a period of quarantine, students will receive virtual learning. The following are protocols the District shall implement if warranted:
 - 11.2.1. If a staff member, administrator, student, or guardian who has been on a district worksite tests positive for COVID-19, all affected persons shall be quarantined for 14 days and closures or partial closures of the site or district may be warranted in compliance with the guidance from the CDPH.
 - 11.2.2. If a staff member, administrator, student, or guardian associated with a stable student cohort tests positive for COVID-19, the cohort(s) will immediately be notified and placed on a fourteen (14) day quarantine. The District or site administrator will ensure that the students will have a certificated teacher providing virtual learning instruction. The bargaining unit member, if medically able to do so, shall continue to provide instruction to the cohort during virtual learning. The bargaining unit member being quarantined will be provided at least one (1) duty free workday to plan and prepare for virtual learning. Until the members of the cohorts provide medical clearance to return to in-person learning.
 - 11.2.3. If two (2) or more of the total stable student cohorts at a specific school site have cases, or more than 5% of a school site is positive, then the site closes and will transition to virtual learning for a minimum of a fourteen (14) day quarantine, and will not resume in person until the members of the cohorts provide medical clearance to return to in-person learning.

11.2.4. If Yolo County is placed on the state watch list or 25% of the District school sites are closed within a fourteen (14) day period, then the District will transition to virtual learning. Yolo County's removal from the state watch list does not automatically instigate a transition to models that include in-person learning. This would require the District and Association's mutual agreement.

11.3. The District will work with the Yolo County Department of Health and Human Services to ensure that all staff and students being quarantined are given resources on how to properly quarantine and provide access to medical professionals if illness manifests itself.

11.4. Following a suspected case, all affected classroom spaces, worksites, rooms, school sites, or other District facilities shall be thoroughly cleaned and decontaminated prior to being re-opened for in-person learning or access to onsite workspaces.

11.5. The District shall communicate all decisions about closures and re-opening to all bargaining unit members district wide. Such communication shall be by email or by telephone.

12. TRAINING

12.1. Consistent with federal, state, and local public health officer guidelines, all staff shall be trained in the following areas, including but not limited to:

12.1.1. Reinforcing the importance of health and safety practices and protocols

12.1.2. Cleaning and disinfecting protocols, cleaning supplies and equipment

12.1.3. Physical distancing requirements, face coverings, and stable classroom cohort protocols

12.1.4. Health screening protocols and procedures

12.1.5. Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school

12.1.6. Protocols on responding to individuals with a family member or someone in close contact with a student or staff member who tests positive for COVID-19

12.1.7. Protocols on responding to a student or staff member testing positive for COVID-19

12.1.8. Any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with

12.2. The District shall provide appropriate software and training for bargaining unit members required to engage with students in a virtual setting.

12.3. The District shall provide a minimum of 72 hours' notice to all bargaining unit members of additional training opportunities. Bargaining unit members will be compensated using the Other Hourly Assignment (OHA) rate for attending these training opportunities.

13. ACCOMMODATION

- 13.1. The Parties acknowledge that the interactive accommodation process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19.
- 13.2. The District agrees to protect and support employees who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk by providing options such as virtual learning or working remotely.
- 13.3. If reasonable accommodations are not practicable, the District shall work with the employee to develop a flexible leave plan that endeavors to avoid exhausting the employee's earned leave.
- 13.4. The District agrees to initiate in a timely manner the process for employees whose medical doctor designates them as "high risk," "vulnerable," or equivalent terminology as related to exposure to COVID-19.
- 13.5. The District may provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:
 - 13.5.1. Providing additional or enhanced face coverings
 - 13.5.2. Placing physical barriers to separate the vulnerable employee from staff, students, or other individuals on campus
 - 13.5.3. Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure
 - 13.5.4. Moving the employee workstations
 - 13.5.5. If available, transferring or reassigning the employee to a virtual learning assignment or an assignment with minimal daily contacts with others
- 13.6. When no reasonable accommodation can be reached, the District shall adhere to the provisions of the respective leave per the current CBA.

14. ACCESS LIMITATIONS AND ASSOCIATION RIGHTS

- 14.1. The District shall develop and implement a plan to minimize access to school sites, and eliminate non-essential visitors, facility use permits, and volunteers.

15. GRIEVANCE

- 15.1. All provisions of this MOU are subject to the negotiated grievance procedure in the current CBA.
- 15.2. During the 2020-2021 school year, any grievance concerning the Safety Protocols in this MOU, should be handled as expeditiously as possible. The bargaining unit member shall communicate in writing to their direct administrator any safety concerns. A written acknowledgment by the administrator of the safety grievance and communication of next steps shall occur within two (2) work days.

16. CONSULTATION RIGHTS AND RESERVE RIGHT TO FURTHER NEGOTIATE

- 16.1. The District and Association agree to meet and confer monthly during the 2020-2021 school year to discuss textbooks, curricula, educational methods, standards, and assessments, with the goal of evaluating the instructional models being used and to improve student learning outcomes. The Parties

shall each select four (4) representatives chosen by the Superintendent and Association President or their designees to meet virtually in this consultation committee.

- 16.2. The Parties shall meet to consult to provide meaningful input into the “School Site-Specific Protection Plan” before the District submits this to the Yolo County Office of Education, the Yolo County Department of Health and Human Services, posts it at all District sites, and shares it with all stakeholders. All “School Site-Specific Protection Plans” shall be provided to the Association President or designee at least 24 hours prior to being posted at work sites.
- 16.3. The District shall prepare a “Learning Continuity and Attendance Plan” for the 2020-2021 school year in consultation with and reflecting meaningful input from students, the Association, and parents. The District shall provide a copy of the “Learning Continuity and Attendance Plan” in draft format at least 24 hours prior to adoption of the plan by the Board of Trustees.
- 16.4. The District shall designate a staff liaison or liaisons to be responsible for responding to COVID -19 concerns. All staff should know who they are and how to contact them. The liaison should be trained to coordinate the documentation and tracking of possible exposure, in order to notify local health officials, staff and families in a prompt and responsible manner.
- 16.5. Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to the COVID-19 pandemic as needed.

17. DURATION

- 17.1. The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.
- 17.2. This MOU establishes no past practice or precedent and shall be in effect upon ratification by both Parties. All components of the current CBA between the Association and District not addressed by the terms of this MOU shall remain in full effect. This MOU will expire on July 31, 2021, unless extended by mutual written agreement.

FOR THE ASSOCIATION:

DocuSigned by:

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Anne Chism, WSTA Bargaining Chair

DocuSigned by:

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Alan Frantz

DocuSigned by:

 F55BB5654934497... 8/10/2020

Gwyneth Branin

FOR THE DISTRICT:

DocuSigned by:

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Norma Gonzales, Assistant Superintendent of Human Resources

DocuSigned by:

 BD86639AE51F4CE... 8/10/2020

Stanley Mojsich

DocuSigned by:

 CA665BEDE5E240E... 8/10/2020

Mathew Ainsworth

DocuSigned by:
Tessa Heavlin-Martinez
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Tessa Heavlin-Martinez

DocuSigned by:
Belinda Rabb-Patterson
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Belinda Rabb-Patterson

DocuSigned by:
Jennifer Schumacher
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Jennifer Schumacher