

**ADDENDUM NO. 1  
TO THE AUGUST 5, 2020  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
WASHINGTON UNIFIED SCHOOL DISTRICT  
AND  
WEST SACRAMENTO TEACHERS ASSOCIATION**

**REGARDING THE IMPACTS AND EFFECTS  
OF REOPENING SPECIAL DAY CLASSES AND OPPORTUNITY CLASS SMALL IN-  
PERSON COHORTS  
FOR THE 2020-2021 SCHOOL YEAR**

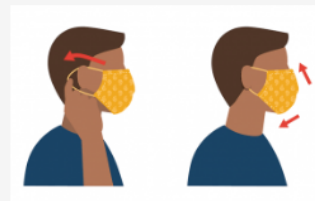
The Parties acknowledge that this addendum addresses reopening Special Day Classes and Opportunity Class small in-person cohorts. The District will consider the data specific to the City of West Sacramento when determining whether or not to revert to virtual learning from small cohorts when designated in the Purple Tier 1 status. The District will provide in-person instruction to Special Day Class (“SDC”) and Opportunity students whose families opt to participate. All other SDC and Opportunity students will continue virtual learning within the hybrid schedule.

**1. DEFINITIONS**

- 1.4. “Face Coverings” – CDC approved cloth face coverings, face shields with neck guards, or masks as recommended by federal, state, and local public health guidance.

### Wear your Mask Correctly

- Wash your hands before putting on your mask
- Put it over your nose and mouth and secure it under your chin
- Try to fit it snugly against the sides of your face
- Make sure you can breathe easily
- CDC does not recommend use of masks or cloth masks for source control if they have an exhalation valve or vent



### **2.5.5. Face Coverings in the SDC/Opportunity (Virtual and Hybrid) Models**

2.5.5.1. For bargaining unit members and students who cannot wear a mask according to section 2.5.1, face shields with neck drapes tucked into the shirt shall be used. Masks and face shields may not be required for students with a medical apparatus which prevents or obstructs the use of the apparatus.

2.5.5.1.1. CDC approved disinfecting solutions and cleaning equipment shall be available in all classrooms to properly clean and disinfect reusable face shields. All affected bargaining unit members will be trained in disinfecting protocols.

2.5.5.2. If a bargaining unit member works directly with a student who cannot wear a mask according to section 2.5.1 or due to the kind of assessment being administered, the district will provide alternative and effective safety devices including but not limited to plexiglass barriers and face shields with neck drapes.

### **2.7. Exposure-Time Limitations for In-Person Instruction for SDC/Opportunity Hybrid Models**

2.7.1. The Parties recognize that prolonged interaction (more than 15 minutes) between individuals increases the possibility of viral spread.

2.7.2. The District shall calculate the maximum capacity of all workspaces so that physical distancing requirements are maintained. The capacity for each classroom space shall be posted prior to the start of in-person learning.

2.7.3. The District shall provide furniture that adequately supports the proposed number of students in the classroom that meets the physical distancing requirements.

2.7.4. In rare situations in a classroom where the minimum physical distancing requirement is insufficient to provide necessary academic instruction or assessments, alternative and effective safety devices shall be used such as plexiglass barriers and/or face shields with neck drapes. Such requests shall be made during the two-week orientation period and if additional needs arise contact site administrator. The site administrator shall acknowledge the request and communicate next steps within two (2) work days. Time spent in proximity of less than six (6) feet between individuals shall be minimized to the extent possible with a target of limiting exposure times to ten (10) minutes or less.

### **3.5. Safety Protocols in the SDC/Opportunity (Virtual and Hybrid) Models**

3.5.1. All bargaining unit members' workspaces shall be measured and clearly marked to maintain the physical distancing requirement prior to the start of in-person learning. The capacity with respect to physical distancing for each classroom space shall be posted prior to the start of in-person learning.

- 3.5.2. School sites may designate staggered start and end times for cohorts, but any staggered start or end times shall not create longer or shorter work days for bargaining unit members.
- 3.5.3. If there are areas on a campus that should be off limits to students, the District is responsible for placing signage and/or barriers. The District shall make any out of bounds spaces near the SDC classroom inaccessible to students and any communal play/sensory equipment (i.e. playground structures, scooter boards, etc.) shall be removed or cordoned off to reduce contamination.
- 3.5.4. 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, classroom phones, keyboards, mice, 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. The District shall follow the suggested guidelines developed by the Environmental Protection Agency (EPA) and the CDC. (Disinfectant Concentrations and Contact Times for EPA's List of Products Effective against Novel Coronavirus SARS-CoV-2, the Cause of COVID-19)
- 3.5.5. The District will provide HEPA air purifiers with a large enough capacity and flow rate for the square footage of the room for each SDC/Opportunity classrooms prior to the first day of instruction.
- 3.5.6. Students receiving in-person SDC instruction shall be screened daily. Daily student screening shall include a temperature check conducted by someone other than the classroom teacher. This screening shall occur before the student boards the bus as practical. The students not arriving by District transportation, shall have daily screenings and temperature checks conducted by someone other than their classroom teacher. If a student is not accompanied by their guardian at drop off on campus, or at the bus pick-up point, and is unable to properly complete the health screening or fails the health screening, the student shall be placed in the appropriate isolation area until a guardian can complete the health screening or pick them up. The District will notify all families of these screening requirements, and of their obligation to keep students home if they have a fever or exhibit any COVID-19 symptoms, or have had contact with persons diagnosed with COVID-19.
- 3.5.7. Bargaining unit members reporting to a worksite shall have access to free testing, made available during the duty day. Bargaining unit members will be released to participate in this testing.
  - 3.5.7.1 Bargaining unit members required to return to their workplace for in-person hybrid instruction must be tested for COVID-19 prior to the start of in-person instruction. The bargaining unit member's negative test result must be received prior to the start of in-person instruction.
  - 3.5.7.2 Bargaining unit members onsite will be tested every 2 months, where 25% of staff are tested every 2 weeks, or 50% every month to rotate which members are tested over time unless the Governor or CDPH modifies, amends or eliminates this guidance.

#### **4.2.1.2. The SDC/Opportunity (Virtual and Hybrid) Models**

- 4.2.1.2.1. The following SDC/Opportunity teachers are to return to campus upon tentative agreement of this addendum: Preschool - 8th grade SDC, 9-12 Moderate/Severe SDC, Opportunity, and Transition to Adult Living and commence the SDC/Opportunity hybrid instructional schedule on November 30, 2020.
  - 4.2.1.2.1.1. All SDC/Opportunity Bargaining Unit Members returning to their workspace for in-person instruction will use a modified instructional schedule until November 20, 2020. The modified instructional schedule will have synchronous virtual instruction from 8:30 -10:30 AM daily. The remainder of the work day will be utilized for training, professional learning, and planning time.
  - 4.2.1.2.1.2. After the two (2) week training period, SDC/Opportunity teachers will have a site safety protocols and procedures walk-through with site administration. These teachers will also offer orientation appointments with each student and their family during this third week.
  - 4.2.1.2.1.3. SDC/Opportunity teachers who are being displaced in order to comply with the COVID safety requirements for their return to an in-person hybrid model shall receive two (2) additional work days or equivalent compensation at the retired teacher substitute rate to pack and prepare the new room.
    - 4.2.1.2.1.3.1. If a SDC/Opportunity teacher is being relocated to a new workspace; school equipment, and personnel will be used to assist in relocating school and teaching supplies as appropriate.
    - 4.2.1.2.1.3.2. Bargaining unit members who are not currently returning to an in-person or hybrid model whose classrooms will be used by an SDC/Opportunity teacher due to compliance with COVID requirements, will receive no fewer than one (1) work day or equivalent compensation at the retired teacher substitute rate to pack and prepare the room for the new occupant.

#### **4.2.14. The SDC/Opportunity in-person (Virtual and Hybrid) Models**

- 4.2.14.1. SDC/Opportunity teachers will not be expected to deliver concurrent or hyflex instruction to students.

- 4.2.14.2. In an effort to reduce the potential spread of COVID-19, in-person instructional minutes will be kept to a maximum of ninety (90) minutes each day for the first week, and one hundred thirty (130) minutes each day thereafter. SDC/Opportunity teachers will have the option to work remotely or from another on-site workspace when not providing in-person instructional minutes.

**4.2.14.3. Student Cohorts**

- 4.2.14.3.1. The Parties affirm that student cohorts are intended and designed to provide stable groupings of students that are maintained throughout each school day, and through each quarter, trimester, or semester, with an assigned primary cohort teacher, and systems are in place at the school site to prevent the mixing of classroom cohorts.
- 4.2.14.3.2. Student cohort sizes shall not exceed a total of 16 individuals.
- 4.2.14.3.3. Each student's belongings shall be separated and stored in individually labeled storage containers, cubbies, or areas.
- 4.2.14.3.4. The District, working with SDC/Opportunity teachers, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected according to protocol between uses.
- 4.2.14.3.5. School staff shall limit the number of in-person visits to classroom cohorts in order to maintain the stability of the cohorts and to minimize the spread of the illness. Staff not assigned as the primary cohort teacher shall use virtual methods of interacting with the student cohort, where possible. If this is not possible, an alternative space will be used for the student to receive these specialized services.
- 4.2.14.3.6. Bargaining unit members shall only interact in-person with students from three (3) classroom cohorts in the same workday in order to minimize their potential exposure to COVID-19.

**4.3.3. Non Instructional Duties for SDC/Opportunity Bargaining Unit Members**

- 4.3.3.1. The planning time on Mondays, Tuesdays, non-staff meetings Thursdays, and Fridays will be Planning Time reserved for SDC/Opportunity teachers to plan for virtual and/or hybrid learning.
- 4.3.3.2. SDC K-12 and Opportunity teachers shall have a minimum of two (2) hours of prep time on Monday afternoons. During this time, IEPs and assessments will not

be scheduled unless mutually agreed upon by the teacher and their administrator.

## **5.2. Substitute Coverage in the SDC/Opportunity Hybrid Models**

### **5.2.1. Hybrid SDC/Opportunity Bargaining Unit Members**

#### **5.2.1.1. Special Day Class**

- 5.2.1.1.1. The District shall strive to maintain the established adult to student ratio for each cohort on a daily basis. If this ratio is not maintained due to absences and no available replacements repeatedly and in such a way as to make the class untenable for student and staff safety, the cohort may revert to the virtual model until remedied. In the event that ratios cannot be maintained, the bargaining unit member can exert their rights under Article 12.1 in the current CBA.

## **6.6. Leaves in the SDC/Opportunity Hybrid Models**

- 6.6.1. Personal necessity leave shall be granted to SDC/Opportunity teachers, who have exhausted all FFCRA leave, in order to care for a dependent child placed on quarantine due to COVID-19. If all sick leave is exhausted, members will be eligible for differential pay.

## **12.4. Training in the SDC/Opportunity Hybrid Models**

- 12.4.1. Consistent with Federal, State, and local public health officer guidelines, all SDC staff shall be trained in the following areas, including but not limited to appropriate safe restraint training, toileting procedures, biohazardous item disposal, behavior supports and strategies for returning students, how to address unique student medical needs, how to address emergent and immediate behavioral needs, and how to acquire custodial attention when needed.

This Addendum No. 1 to the August 5, 2020 MOU establishes no past practice or precedent upon its expiration. All components of the current CBA and the August 5, 2020 MOU between the Association and District not addressed by Addendum No. 1 shall remain in full effect. This Addendum shall expire when the parties transition to a District wide hybrid model.

WASHINGTON UNIFIED SCHOOL DISTRICT

DocuSigned by:

*Norma Gonzales*

9D955D9241604B8

Norma Gonzales  
Interim Associate Superintendent of Administrative  
Services

WEST SACRAMENTO TEACHERS  
ASSOCIATION

DocuSigned by:

*Anne Chism*

6DE6C49D90264AC

Anne Chism  
WSTA Bargaining Chair

DocuSigned by:

Stanley Mojsich

3B781B3B7F8C4DE...

Stanley Mojsich

DocuSigned by:

Mathew Ainsworth

07ECD257524E483...

Mathew Ainsworth

DocuSigned by:

Belinda Rabb-Patterson

067DCF352DA44A0...

Belinda Rabb-Patterson

Date: November 20, 2020

DocuSigned by:

Alan Frantz

EF53C79DE4094ED...

Alan Frantz

DocuSigned by:

Gwyneth Branin

E55BB5654934497...

Gwyneth Branin

DocuSigned by:

Tessa Heavlin-Martinez

E9E56FBF86ED46D...

Tessa Heavlin-Martinez

DocuSigned by:

Jennifer Schumacher

18112B350E5B422...

Jennifer Schumacher

DocuSigned by:

Brittany Hori

485EFE8EF2924F6...

Brittany Hori

Date: November 20, 2020