

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WASHINGTON UNIFIED SCHOOL DISTRICT
AND
WEST SACRAMENTO TEACHERS ASSOCIATION
REGARDING RETURN TO FULL ON-CAMPUS LEARNING DURING THE 2021-2022 SCHOOL YEAR.**

September 29, 2021

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 Pandemic and the return to full on-campus learning during the 2021-2022 school year. The District and the Association are parties to a collective bargaining agreement (“CBA”) that expires on June 30, 2022. 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.”

The Washington Unified School District will at a minimum adhere to all mandates issued by relevant governing agencies regarding safety conditions for opening school in the 2021-2022 school year. Such agencies include the California Department of Health, the Governor’s Office, Cal/OSHA and the Yolo County Health Department. The parties agree that such adherence will be determined by the prevailing governmental agency (e.g. in most cases the County Health Department). As of the date of this MOU, the Parties recognize that the COVID-19 Pandemic necessitates 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.

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. The Parties affirm the obligation to comply with all provisions of the Collective Bargaining Agreement (“CBA”) not in conflict with this MOU.

The Parties agree that in the event of changes to mandates impacting the duties and safety of bargaining unit members the district will communicate the mandate and its implementation. The parties will return to negotiate the impact of these mandates as soon as reasonably possible.

If recommendations are revised or updated, the Parties agree to meet as soon as reasonably possible to negotiate the impacts and implementation of the guidelines.

The Parties agree to meet in November, regardless of changes in mandates or guidelines, to address the continued impacts of the COVID-19 Pandemic prior to winter break.

The Parties agree to the following:

1. COVID-19 PROTOCOL POINT OF CONTACT

- 1.1. The District shall designate a COVID-19 point of contact at each site. This designee shall be responsible for monitoring and communicating data as well as implementing protocols regarding face coverings, hand washing, ingress/egress, and contact tracing.

2. FACE COVERINGS

- 2.1. "Face Coverings" – cloth face coverings, face shields with neck guards, or masks as recommended by federal, state, and local public health guidance.
 - 2.1.1. The District shall provide face coverings to all bargaining unit members as needed.
 - 2.1.2. The District shall maintain a supply of masks of various sizes in each bargaining unit member's work space to provide replacements for students.
 - 2.1.3. The District shall make available well-fitted respirators such as (N95) to all unvaccinated bargaining unit members upon request.
 - 2.1.4. 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.
 - 2.1.5. 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.

3. FACE COVERING REQUIREMENTS

- 3.1. To reduce the number of COVID-19 exposures, illnesses, and absences, and to protect the health and safety of staff and students, the District shall require face coverings to be worn properly by all individuals on a school campus while indoors and outdoors when Board directed. The exceptions to wearing a mask are when staff are alone in a room. The expectations regarding face coverings and safety protocols will be presented to the staff prior to the start of the 2021-2022 school year. 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 the face covering requirements.
 - 3.1.1. If face coverings are contraindicated for staff or students due to a medically verified reason in writing from a medical professional, the district will follow all legal accommodations in alignment with CDPH and CAL/OSHA guidelines. Bargaining unit members who meet this criteria shall contact the Human Resources department.
 - 3.1.1.1. Bargaining unit members shall be issued upon request well-fitted respirators such as (N95) if they are required to work with a colleague or student who has a mask accommodation.
 - 3.1.1.2. Mask accommodation options will not generally include mask exemption for an individual. However, based on the individualized needs of a student, there may be a rare occasion where a legal requirement, such as a student's IEP, 504, or a statutory requirement permit a mask exemption. Both Parties acknowledge one of the intents of AB130 is to provide an alternative option of attending school via independent study for those students who may need such an accommodation.
 - 3.1.2. Bargaining unit members may refuse entry and/or remove a student from within their workspace, if the student refuses to wear a face covering or refuses to wear it properly after redirection efforts, providing a mask, and communicating with site administrator. Site administrators will support bargaining unit members to address students who are repeatedly non-compliant with the district's mask policy. Virtual Academy will be

offered to students who refuse to comply after reasonable efforts have been made.

- 3.1.3. A mask such as N95 shall be provided to bargaining unit members caring for individuals who get sick at the worksite with possible symptoms of COVID-19 illness.

4. HAND WASHING REQUIREMENTS

- 4.1. The Parties recognize that teaching frequent and proper hand washing protocols per the CDPH guidelines is important to reducing the spread of COVID-19.
 - 4.1.1. All individuals shall be encouraged to wash their hands or use CDPH approved hand sanitizer upon entering district sites and classrooms.
 - 4.1.2. The District agrees to the following hand washing requirements:
 - 4.1.2.1. Every room with a sink shall be stocked with soap, and paper towels.
 - 4.1.2.2. Every classroom shall be provided a wall-mounted CDPH approved hand sanitizer dispenser, and portable dispensers.
 - 4.1.2.3. Non-classroom workspaces and common spaces shall be provided portable dispensers that are CDPH approved hand sanitizer.
 - 4.1.2.4. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked if needed prior to the beginning of each day that staff or students are on campus.

5. SAFETY PROTOCOLS

- 5.1. The District shall, at minimum, 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, and Hygiene.

6. CLASSROOM/ACADEMIC LEARNING SPACES

- 6.1. If workspace allows, bargaining unit members may arrange their workspace to maximize safety and create an educational environment conducive to maximizing learning.
- 6.2. Bargaining unit members may elect to maintain social distance between themselves and other adults as the space allows.

7. BREAKFAST/LUNCH/NUTRITION BREAKS

- 7.1. The District shall designate elementary indoor and outdoor student eating areas by assigning and labeling these eating spaces based on the assigned teacher as conditions permit.

8. SCHOOL INGRESS AND EGRESS POINTS

- 8.1. The District shall limit the number of non-essential people from entering District sites.
 - 8.1.1. Classroom volunteers may be permitted as determined by the District.

9. MEETINGS AND GATHERINGS

- 9.1. If a meeting is scheduled to be conducted in-person, a bargaining unit member may request to their site administrator to attend the meeting remotely from their workspace, unless required for specialized support services.

10. OTHER HEALTH AND SAFETY ISSUES

10.1. Daily Cleaning

- 10.1.1. The District shall ensure that all shared classroom spaces, common spaces, and shared workspaces in use are cleaned and disinfected daily per COVID-19 protocols.

11. AIR VENTILATION AND FILTRATION

- 11.1.1. HVAC air filters shall be equipped with appropriately fitted filters and changed at the recommended intervals.
- 11.1.2. The District shall continue to provide the Austin Healthmate Plus Medical Grade Air Purifier or equivalent for each bargain unit member's workspace.

12. HEALTH SCREENING, VACCINATION STATUS, TESTING, CONTACT TRACING, and QUARANTINE PROTOCOLS

12.1. Health Screening

- 12.1.1. The District shall post a symptom checklist at all District site entrances for self-monitoring of COVID-19 symptoms prior to entering any district location.

12.2. Vaccination Status

- 12.2.1. In order to be treated as fully vaccinated the District shall require all students, employees, district consultants, and visitors who claim they are vaccinated to provide proof of COVID-19 vaccination. Self-attesting to vaccination status is not sufficient.

12.3. Testing

- 12.3.1. The District will make every effort to provide access to PCR testing at all school sites daily. Bargaining unit members reporting to a worksite shall have access to free rapid PCR testing. Bargaining unit members will be released to participate in this testing without having to utilize contractual or statutory leave time in collaboration with their site administrator. Bargaining unit members shall be given priority to limit loss of classroom time if the testing center is crowded.

- 12.3.2. As an additional layer of mitigation to further protect the health and safety of students, staff, and the community:

12.3.2.1 The District shall implement surveillance testing of vaccinated and unvaccinated employees and provide the opportunity for students to participate in testing in alignment with CDPH and Yolo County Health guidance.

12.3.2.2 Students with one or more symptoms consistent with COVID-19, as delineated on the Yolo County School Decision Tree/ Yolo County Health guidelines, and the CDPH guidelines shall be sent home or sent to an isolation room on site pending travel home or to a medical facility. When a student is referred to a school nurse/aid, they will not be returned to the classroom while waiting for their parent/guardian to pick them up.

Students may return to school in alignment with CDPH and Yolo County Health guidelines.

- 12.3.2.3. Employees with one or more symptoms consistent with COVID-19, shall be provided a PCR test at a school site or the District Office. Employees shall return to work in alignment with CDPH and Yolo County Health guidelines.

12.4. Contact Tracing

- 12.4.1. The District shall follow the protocols outlined by the Yolo County Department of Health and Human Services. Protocols shall be presented and reviewed with all bargaining unit members during a required site staff meeting within one week of this agreement taking effect.
- 12.4.2. Within one business day of the time the District knew or should have known of the COVID-19 case, the District shall provide the notice required by Labor Code section 6409.6(a)(2) and (c) to the Association President during the high-risk exposure period.
- 12.4.3. As soon as the District is aware, they shall notify bargaining unit members within 24 hours that a student assigned to them has either tested positive for COVID-19 or is quarantining due to symptoms of COVID-19. In addition, the District shall verify that the student in question has been quarantined for the full ten days as delineated on the Yolo County School Decision Tree/ Yolo County Health guidelines, and the CDPH guidelines. Students may return to class in alignment with Yolo County Health guidelines and the CDPH guidelines. Clearance shall be communicated with the assigned bargaining unit members. If a student does test positive, notifications will be made to all affected employees.

12.5. Quarantine Protocols

- 12.5.1. During a period of quarantine, students may participate in the District's Short-Term Independent Study Program (STISP). Parent's will be provided a Master Agreement as part of the Short Term independent study program using the district's form. The major objective for the duration of the Master Agreement is to provide the student with a course of instruction that is based on the adopted district curriculum, and is substantially equivalent in quantity and learning outcomes to classroom instruction. All teachers are encouraged to use Canvas or Google Classroom to reduce the amount of time required to generate and assign class assignments for any given day.

- 12.5.1.1. Bargaining Unit Members will not be required to maintain the record keeping of the Master Agreement or attendance keeping.
- 12.5.1.2. The student's work and progress will be monitored, evaluated, and recorded for credit and their progress will be communicated with the student and their parent/guardian/caregiver by the teacher of record.
- 12.5.1.3. In consideration for the anticipated potential increase in non-voluntary COVID related short-term independent study in the 2021-2022 school year, the District shall pay a one-time off schedule payment of One Thousand (\$1000.00) to each bargaining unit member that is providing short term independent study as the teacher of record. The disbursement will be made in two Five Hundred (\$500.00) payments. The first payment will be made in December 2021 and the second in June 2022.

12.5.2. If a fully vaccinated bargaining unit member has a confirmed exposure and is asymptomatic, this protocol shall be followed:

- 12.5.2.1. The District shall follow the quarantine requirements and guidance from CDPH and Yolo County Health.

13. SCHOOL SITE CLOSURE

- 13.1. The District will follow the guidance provided by Yolo County Health and CDPH.
- 13.2. Following a suspected case, all affected classroom spaces, worksites, rooms, school sites, or other District facilities shall be thoroughly cleaned and disinfected prior to being re-opened for in-person learning or access to onsite workspaces.
- 13.3. 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.

14. CLASS SIZE

- 14.1. During the 2021-2022 school year, the district will follow the CBA Article 16 and will make every effort not to exceed class size/department averages as listed in 16.3.

15. SUBSTITUTE COVERAGE

- 15.1. In alignment with CBA Article 14.5 the district will make every effort to provide substitute coverage for classrooms.

16. TECHNOLOGY

- 16.1. 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. Bargaining unit members shall not be solely responsible for resolving technology issues. Student school site technology support requests will also be accessible via the school website and the district's website.

17. NON INSTRUCTIONAL DUTIES

- 17.1. PLT meetings shall occur as outlined in our CBA.

- 17.1.1. Bargaining unit members have the option for grade and department PLT meetings to be held virtually from the member's workspace. All other PLT meetings may be held virtually at the discretion of administration.

17.2. Parent Conferences

- 17.2.1. Side Letter Agreement

18. LEAVES

- 18.1. Side Letter Agreement
- 18.2. Bargaining unit members continue to have all leave rights as provided in Article 11 - Leaves of the current CBA and any applicable laws.

19. TRAINING

- 19.1. Consistent with federal, state, and local public health officer guidelines, all staff shall be trained in the following areas, including but not limited to:
 - 19.1.1. Reinforcing the importance of health and safety practices and protocols including face coverings
 - 19.1.2. Cleaning and disinfecting protocols, cleaning supplies and equipment
 - 19.1.3. Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school
 - 19.1.4. 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
 - 19.1.5. Protocols on responding to a student or staff member testing positive for COVID-19
 - 19.1.6. Any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with
 - 19.1.7. The District shall attempt to provide a minimum of 72 hours' notice to all bargaining unit members of additional training opportunities. In the event that the required training is outside of the bargaining unit members' work hours, they will be compensated at the OHA rate.

20. ACCOMMODATION

- 20.1. The District will follow all legal requirements for accommodations.
- 20.2. The District may provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:
 - 20.2.1. First priority when assigning positions for the WUSD Virtual Independent Studies Program if a vacancy exists.

21. GRIEVANCE


- 21.1. During the 2021-2022 school year, any violation of the COVID-19 safety protocols outlined in this MOU, shall be handled expeditiously. The bargaining unit member shall communicate in writing to their direct supervisor or administrator any safety concerns. A written acknowledgment by the administrator of the safety grievance and communication of next steps shall occur within three (3) work days.

22. DURATION

- 22.1. 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.
- 22.2. 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 January 31, 2022, unless extended or rescinded by mutual written agreement.


WASHINGTON UNIFIED SCHOOL DISTRICT


WEST SACRAMENTO TEACHERS ASSOCIATION

DocuSigned by:

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 Kamaljit Pannu
 Assistant Superintendent of Human Resources Services

DocuSigned by:

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 Anne Chism
 WSTA Bargaining Chair

DocuSigned by:

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 Stanley Mojsich


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 Gwyneth Branin

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 Monique Stovall

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 Tessa Heavlin-Martinez

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 Matthew Ainsworth

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 Brittany Hori

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 Belinda Rabb-Patterson

DocuSigned by:

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 Brianne Dinelli

Date: 10/4/2021

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