

**TENTATIVE MEMORANDUM OF UNDERSTANDING
BETWEEN
WASHINGTON UNIFIED SCHOOL DISTRICT
AND WEST SACRAMENTO TEACHERS ASSOCIATION
MARCH 27, 2020**

This Memorandum of Understanding (“MOU”) is entered into by and between the WASHINGTON UNIFIED SCHOOL DISTRICT (“District”) and the WEST SACRAMENTO TEACHERS ASSOCIATION/CTA/NEA (“Association”). The District and Association are hereinafter collectively referred to as “the Parties.”

The Parties have entered into this MOU to reflect the agreements reached regarding the response to the COVID-19 (also known as novel coronavirus) pandemic. Together the Parties recognize the importance of maintaining the educational program, as well as safe facilities and operations for the benefit of the students, staff and communities served by the District.

The District and Association are parties to a collective bargaining agreement 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 March 13, 2020, the Governing Board and the Superintendent announced the temporary closure of District’s schools which created negotiable effects pursuant to the Educational Employment Relations Act. The effects of the COVID-19 pandemic are a matter the Parties wish to address through this MOU. Therefore, the Parties agree as follows:

TERMS

1. Bargaining unit members will be notified by email or phone about any school closures, including any decisions to extend school closures once they commence.
2. During the closure of District facilities and operations due to the COVID-19 pandemic, bargaining unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Starting on April 14, 2020, during any school closure as a result of the COVID-19 virus, bargaining unit members shall provide distance learning to students by connecting schools, students, and families through teaching, learning, and social-emotional support.
3. During our current school closure due to the COVID-19 pandemic, bargaining unit members shall receive full compensation and benefits as provided for in SB 117, passed as urgency legislation on March 16, 2020, and set forth in Executive Order N-26-20 dated March 13, 2020, for so long as the closure continues. Bargaining unit members who were in leave status prior to the COVID-19 school closure shall remain in leave status for the duration of their leave.
4. If a bargaining unit member is taken ill with the symptoms of COVID-19, and unable to work as a result, they will not be charged leave of any kind for the first two weeks (10 workdays). Should an employee exhaust all accrued regular sick leave beyond the first

two weeks of COVID-19 sick leave, a doctor's note would not be required to access extended sick leave (e.g. differential leave).

5. Bargaining unit members may use any additional paid leave provided by Federal or State government, during the pendency of the declared COVID-19 national and state emergency.
6. During the emergency school closure, any medically able bargaining unit member who refuses to perform professional duties shall follow the District's appropriate leave request procedures as set forth in Article 11. Bargaining unit members who refuse to perform their professional duties may be placed in unpaid status.
7. Evaluations during the 2019-2020 school year that have not been completed due to the need for additional observations shall be waived until the 2021-2022 cycle unless the following apply: Bargaining unit members who have completed at least one observation and were *not* informed of an overall Needs Improvement by the 100th day of instruction shall be offered the opportunity to meet remotely to sign off on their final paperwork. Bargaining unit members whose evaluations were interrupted by the current crisis shall continue to be considered for placement on the 5-year cycle. It is understood that bargaining unit members shall not be evaluated during the COVID-19 pandemic.
8. As long as technology is available and functioning, the bargaining unit members will be available through district email, Google Classroom, Google apps for education and/or other district supported resources to communicate. Bargaining unit members will monitor their District email account throughout the workday. In the event that technology is not available and/or functioning, the bargaining unit member(s) will notify their site administrator. In the event the district or individual school sites choose to hold online meetings or trainings, bargaining unit members will receive 24 hours' notice in order to make necessary accommodations to be available.
9. Bargaining unit members shall not be required to make up adjunct or committee assignments missed as a result of the emergency school closure.
10. A joint emergency task force, the WUSD/WSTA Distance Learning Committee, will be formed to support distance learning. Distance Learning has a beginning date of April 14, 2020. The Parties agree to negotiate the impacts and effects of distance learning on hours and working conditions, in order to support students as the district is closed due to the COVID-19 pandemic.
11. All closed schools and worksites will be decontaminated in accordance with Cal/OSHA and CDC COVID-19 guidelines before staff or students return. The District will comply with Cal-OSHA and CDC guidelines pertaining to COVID-19.
12. Upon clearance to return to school for any number of student or staff, the District will provide CDC approved hand sanitizer for every classroom and bathroom, one hand sanitizer station per two classrooms will be set up outside of classrooms throughout every campus in high traffic areas, and access to hand sanitizer at each bargaining unit member

workstation who does not have a traditional classroom. The location of hand sanitizer stations will be determined in consultation with the school site safety committees.

- 13. Upon clearance to return to school for any number of students or staff, 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 hot water, if available, and kept stocked with soap and paper towels.
- 14. Upon clearance to return to school for any number of students or staff, the District will ensure that every classroom in use and frequently touched surfaces are cleaned and sanitized daily during the coronavirus outbreak.
- 15. The District shall take all appropriate health and safety measures regarding decontamination and sanitation, following the CDC guidelines, before any bargaining unit members or students are required to return upon the reopening of their school or worksite.
- 16. Upon the State/County/District determining schools safe to open, the District shall provide two days of preparation, with at least one day of duty-free preparation time, to all bargaining unit members to prepare for the return to the classroom with students.
- 17. In the event the District's request to the CDE to mitigate the loss of funding due to lower than normal Average Daily Attendance ("ADA") is denied, or the state requires students to make up days for the 2019-20 school year, then the Parties will negotiate the effects and impact.
- 18. In the event the State of California deems additional alternative requirements for schools in response to COVID-19, the Parties agree to immediately meet in order for the Association to consult or negotiate the effects and impacts.
- 19. The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary.

The Association reserves the right to negotiate any additional impacts of school closures in the 2019-20 school year.

This MOU establishes no past practice or precedent and shall be in effect upon ratification. This MOU will expire in full on June 30, 2020, unless extended by mutual written agreement.

FOR THE DISTRICT:

FOR THE ASSOCIATION:

March 30, 2020

March 30, 2020

DocuSigned by:
Norma Gonzales
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Norma Gonzales,
Assistant Superintendent, Human Resources

Monica Reeves,
WSTA