

**TENTATIVE MEMORANDUM OF UNDERSTANDING
BETWEEN
WASHINGTON UNIFIED SCHOOL DISTRICT
AND WEST SACRAMENTO TEACHERS ASSOCIATION**

**Distance Learning Related to
Coronavirus-19/COVID-19 (COVID-19)**

April 3, 2020

The Washington Unified School District (“District”) and West Sacramento Teachers Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding the school closure related to COVID-19.

The parties recognize there is a need to close schools (“emergency school closure”) and move to an alternative learning plan to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from the coronavirus during the 2019-2020 school year.

Defining “Distance Learning,” Assessment, Bargaining Unit Member and Student Expectations

1. For the purpose of this MOU, “distance learning” means instruction in which the student and instructor are in different locations. This definition provides bargaining unit members with an alternative method of delivering high quality educational opportunities without having to physically report to a worksite.
2. Bargaining unit members will use instructional platforms suitable for Distance Learning, to the best of their ability. The standard platforms for the District will be Google Apps for Education, and other District supported resources. However, programs such as Class Dojo and others used by teachers as their primary platform are acceptable. Distance Learning activities provided to students may include enrichment, engagement, and review. This may include the use of print materials. The District shall work with the bargaining unit members to arrange for the printing and distributing of such materials to students.
3. Bargaining unit members will monitor their District email account throughout the workday and respond to staff, parents and students accordingly, but generally within one workday. Bargaining unit members shall not provide personal phone numbers or personal email addresses in communications with parents or students.

Timeline and Curriculum

4. Timeline for implementing distance learning:
 - a. **April 6 - 13:**
 - i. Spring Break (non-instructional week)
 - b. **April 14 - 17:**
 - i. The district will distribute a list of approved platforms for teachers to use.
 - ii. Teachers reach out to students and/or families using email and District-approved platforms.
 - iii. Teachers and students acquaint themselves with distance learning.
 - iv. Teachers will begin to establish digital protocols, norms, and procedures provided by the district. Teachers will review general expectations, teacher contact methods and establish digital office hours, and create and establish a weekly social-emotional check-in procedure.
 - v. Teachers will begin providing instructional learning materials to students. Teachers are encouraged to focus on reconnecting with their students and supporting their social-emotional needs. Teachers will also provide support and feedback on completed student material.
 - vi. During this week teachers will receive professional development on the use of technology and the delivery of instruction for distance learning, learn how to use District-approved platforms as they become available, and practice creating assignments, posts, questions, linking videos and materials.
 - c. **April 20 - 24:**
 - i. Teachers continue establishing virtual routines and providing instructional learning materials to students that are linked to priority standards.
 - ii. The instruction, resources, and support to students will follow the guidelines in paragraph 10 below.
 - iii. Teachers continue to receive professional development on the use of technology and the delivery of instruction for distance learning, learn how to use District-approved platforms as they become available, and practice creating assignments, posts, questions, linking videos and materials.
 - d. **April 27 – June 3:**
 - i. Staff will provide instruction through Distance Learning.
 - ii. Due to the ever-changing information and needs of students, it is expected that these expectations can, and will, be revisited to reflect new information and needs during the period of distance learning.
5. The district will continue to follow the instructional calendar for 2019-2020 as approved on 5/9/2019.
6. The District, in collaboration with the Association and Joint Emergency Task Force, the WUSD/WSTA Distance Learning Committee, agrees to make provisions for certificated staff to enable students to engage in a unique educational delivery model -- distance learning.
 - a. Certificated bargaining unit members who are developing distance learning curriculum, methods, or materials for use District wide will be paid the professional development hourly rate for the additional hours worked.
7. District pre and post assessments and State assessments scheduled after March 16, 2020 have been suspended. Teachers are encouraged to use appropriate assessments to measure student progress and guide instruction.

8. Bargaining unit members shall work remotely for the duration of the emergency school closure including at least one and a half (1.5) school hours per day of virtual office hours except for the first workday of each week. Bargaining unit members shall communicate their daily office hours to parents and/or students, and their site administrators via email and/or other virtual platforms. The virtual office hours will be used for direct communication with students through video, audio, or written means through the use of Google Apps for Education and other District supported resources. It will be communicated to parents and students that during the virtual office hours, teachers will be available to respond to and support student needs, including academic and social-emotional support. Virtual office hours can be modified based upon unexpected circumstances and the bargaining unit member's discretion and any modification shall be communicated to parents and/or students, and site administrators.
9. Flexible learning opportunities and activities shall be provided to students and may include enrichment, engagement, and review. Any curriculum resources or lessons provided by the District should be considered the baseline (or a starting point for instruction during this period of distance learning). Bargaining unit members may customize the content to meet the needs of the students in their class(es). Bargaining unit members may choose to be innovative and develop activities to support and encourage their own innovative teaching modalities.
10. Bargaining unit members will be expected to provide instruction, resources, and support to students through distance learning. However, considering the personal challenges presented by the COVID-19 pandemic (e.g., members' own childcare concerns/needs), bargaining unit members shall not be required to maintain a set daily schedule throughout the emergency school closure.
 - a. Due to the pandemic disrupting normal family life and recognizing that family circumstances may be different for students and their families, the following are guidelines that students should be expected to engage with distance learning lessons each week. As a guide, teachers are recommended to provide daily learning activities which last for the following approximate durations:
 - i. **Grades Pre-school, TK-5:**
 1. Pre-school, TK-1st: 1.5 hours of activities per day.
 2. 2nd - 3rd: 2.5 hours of activities per day.
 3. 4th - 5th: 3 hours of activities per day.
 4. VAPA and PE: two grade level appropriate activities per week.
 5. Students will be "held harmless," and will not receive a lesser grade than their grade when District schools closed.
 - ii. **Grades 6-8:**
 1. 3 hours per week per core content area.
 2. Music: two grade level appropriate activities per week.
 3. Students will be "held harmless," and will not receive a lesser grade than their grade when District schools closed.
 - iii. **Grades 9-12:**
 1. 4 hours per week per content area.
 2. Pending guidance from the California Department of Education (CDE), teachers may be required to provide credits for work completed at the high school level.
 3. The WUSD/WSTA Distance Learning Committee will help develop a plan for grading that will follow the CDE guidelines which state that grades should not be punitive.
11. School psychologists, counselors, nurses, social workers, and all other certificated support staff, may provide appointments for students for physical and emotional support or guidance as deemed

necessary as well as communicate with families to provide this support. Any appointments scheduled may be conducted by telephone or virtual tools, as appropriate. The District and the Association understand that there is no intention at this time to meet with students on a face-to-face basis. In the event that it is determined necessary to do so, the Parties will meet to discuss the means by which such meeting(s) will be held.

Additional guidance in serving:

Students receiving Special Education, English Language Learning, and 504 services

12. The District and Association bargaining unit members shall work collaboratively to provide educational services to students with disabilities. Special education staff and unit members shall work with the parents of students with disabilities to provide notice for meeting, conduct remote meetings, and if necessary, amend Section 504 plans and IEP's to ensure compliance. District administration shall provide guidance on the amendment process to support case managers. Staff will monitor progress, maintain service logs, and document communication with families.
13. Pending guidance from the CDE and/or Federal Department of Education, and the WUSD/WSTA Distance Learning Committee, instructions for required learning experiences will be followed in order to provide equitable and appropriate education for students with special needs and English language learners whenever possible.

Preparation Time to Implement Distance Learning

14. Bargaining unit members shall be provided the first workday of each week to prepare lessons, review student work, engage in training opportunities and organize resources to provide distance learning. Bargaining unit members will communicate with students and families during their scheduled workday.
15. Bargaining unit members shall receive professional development on the use of technology and the delivery of instruction via distance learning.
16. Bargaining unit members may collaborate virtually as they deem necessary and appropriate, with mutual consent while they are engaged in distance learning. Recognizing this unique situation, the time and manner of collaboration will not be determined by District or site administration.
17. If needed, sites will establish regularly scheduled weekly faculty meetings. Bargaining unit members who are not available during the scheduled staff meetings are responsible for watching a recorded version (if made available) or checking in with their administrator for the minutes. Bargaining unit members will be informed if a meeting will be recorded in order to allow them to turn off their camera and/or microphone.
18. Lesson plans are not required to be submitted however, teachers will design lessons week by week because of the fluid status of the COVID-19 emergency school closure. Weekly designs will include work for students, time for direct instruction, support for students, review and feedback on student work, communication with students and or parents, and other typical instructional needs. Lesson plans may be shared with site administration for feedback and support.

Guidance for Technology and Resources

19. Bargaining unit members are not required to utilize personal consumable resources to provide materials to students. Bargaining unit members shall contact their immediate supervisor if they need assistance obtaining materials in order to provide equitable access to curriculum. The District shall work with the bargaining unit members to arrange for the printing of materials.
20. Bargaining unit members shall receive a stipend of \$200 for costs incurred with working from home, increased personal data usage, and home internet upon completion of their distance learning duties. The stipend will be paid on the June 30, 2020 pay warrant.
21. District shall provide necessary equipment and software in order to deliver distance learning. Bargaining unit members shall not be liable for unintentional damage to District equipment. If a bargaining unit member chooses to provide printed materials to students the District shall work with the bargaining unit members to arrange for the printing and distributing of such materials to students.
22. The District shall provide bargaining unit members access to District provided technical support via virtual tools when appropriate. This may include access to technical support personnel, helplines, and other technical support from District vendors and/or staff, as well as instruction on distance learning platforms and instructional materials when appropriate.
23. Students will only be permitted to participate in live video/audio lessons after the District has secured parent/guardian permission for such activity and agreed to the District's acceptable use policy. Distance Learning may include video and audio instruction in which the primary mode of communication between the student and instructor is on-line interaction or other instruction that relies on computers or other District supported resources. Bargaining unit members will not be required to provide live or pre-recorded video of themselves.
24. The District and/or Association reserve the right to negotiate any additional impacts and/or additional distance learning in the 2019-2020 school year.

All components of the current Collective Bargaining Agreement between the Association and District not addressed by the terms of this agreement or in MOU dated 03-27-2020, shall remain in full effect. This agreement is non-precedent setting.

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:

April 6, 2020

DocuSigned by:

Norma Gonzales

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Norma Gonzales,
Assistant Superintendent, Human Resources

FOR THE ASSOCIATION:

April 6, 2020

DocuSigned by:

Monica Reeves

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Monica Reeves,
WSTA