

MEMORANDUM OF UNDERSTANDING
Between
Woodland Education Association
&
Woodland Joint Unified School District
IN RESPONSE TO COVID-19 CORONAVIRUS

School Closure, Unit Member Safety, Distance Learning and Working Conditions

This is a Memorandum of Agreement (MOU) between Woodland Education Association (WEA) and the Woodland Joint Unified School District ("District") collectively referred to hereinafter as "the parties," concerning the District's response to the coronavirus (COVID-19) epidemic. Specifically, on March 5, 2020, Governor Newsom declared a California State of Emergency due to the COVID-19 outbreak and on March 11, 2020, the World Health Organization officially declared the COVID-19 outbreak a pandemic.

The Parties recognize the importance of maintaining safe learning opportunities for the benefit of the students and communities served by the District and its staff.

The Parties agree that continuity of District instruction is important for and provisions should be made for District employees who are impacted by the pandemic.

The Parties recognize there is a need to close schools ("emergency school closure") and move to a distance learning program 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 2019-20 school year.

The parties agree to the definition of "Distance Learning."

"Distance Learning" is an alternative learning and educational service plan in which the pupil and unit member are in different locations.

Communication

1. Unit members will be notified by email and/or phone about any school closures, including any decisions to extend school closures once they commence.

School Closure

1. All unit members in paid status (while working remotely, performing essential duties at a site, or being available "on call" during working hours), shall receive full pay and benefits as provided for in SB 117, passed as urgency legislation on

March 16, 2020, and as set forth in Executive Order N-26-20, dated March 13, 2020, for so long as the closure continues.

2. Unit members unable to remain in paid status due to exposure to COVID-19 may use applicable leave provisions consistent with the collective bargaining agreement and any applicable leave mandated by state or federal law including HR 6201, "Families First Coronavirus Response Act". Unit members on leave which commenced before the closure and which was pre scheduled to continue during the same period of closure, which would have occurred without the closure shall be charged to the appropriate leave. Individuals who are able to terminate a leave and return to paid status with documentation from their medical provider confirming they are able to resume their duties, during the period of closure and are otherwise able to perform the duties required of bargaining unit members during the closure, may elect to do so, pursuant to current collective bargaining agreement provisions.
3. If, for the duration of the closure, the district implements any distance or home learning program/service in response to the COVID-19 pandemic, unit members being asked to provide new distance or home learning programs will be adequately trained and provided with the required materials, during and/or prior to implementation to the extent they have already been provided to them by the District.
4. Closure will not impact the timelines as outlined in Article 14, "Assignments, Reassignments and Transfers". During the period of closure, all notices to WEA bargaining unit members shall be given to the unit member through the unit member's assigned District email, unless applicable law requires they be served via mail or other means, in which case, those laws will be followed.
5. Unless directed by law or further Executive Order of the Governor, the effects and impacts of any decision to extend the school year will be negotiated with WEA before it is implemented.
6. WEA bargaining unit members who would normally receive overage pay due to class size or caseload overages will be eligible for such pay for closure days provided they remain in paid status.

Unit Member Safety

1. During times when work sites are open to staff and/ or students, and to the extent that such supplies are available, the District will provide hand soap and paper towels for bathrooms and classrooms with a sink and hand sanitizer for every

classroom or unit member workstation. Unit members will notify their Administrators if supplies are depleted.

2. Unit members shall not be directed or required to report to their worksite while their worksite is closed to students, unless the worksite or work area they are directed to report to has been properly disinfected beforehand in accordance with guidelines from the Center for Disease Control (CDC) and Yolo County Public Health Guidelines **as they apply to school facilities**.
3. For the period of this agreement, employees belonging to populations deemed by the California Department of Public Health as uniquely vulnerable or "higher risk" (65 years or older and/or afflicted with a serious chronic health condition), shall not be required to report to a worksite during school closures but shall remain in paid status working remotely or available "on call" during working hours. Unit members who do not have a doctor's note on file indicating a higher risk for serious illness from COVID-19 because of a serious chronic health condition shall be permitted to self-report such health status. Unit members shall not be compelled to disclose any specific health condition(s) to the employer but may be required to provide a doctor's note confirming the unit member is at a higher risk for serious illness from COVID-19.

Working Conditions

1. Distance learning will follow the agreed upon calendar for the 2019-2020 school year. The end of the school year will be June 5, 2020.
2. Unit members will receive time to prepare lessons and resources in order to align with the following schedule:
 - a. Beginning Monday, March 30: Unit members will be given instructions as to how to access and utilize Google Apps for Education, Google Meet, Seesaw, Scoring/Assessment Software, and platforms for the purposes of facilitating staff collaboration and the delivery of Distance Learning. Voluntary training opportunities will be offered prior to engagement of students. The parties agree that teachers will have the opportunity to work with other colleagues in grade level or subject area teams to provide curriculum to be used for distance learning.
 - b. Week of April 13th: Spring Break-The parties agree that all schools will be on Spring Break according to the dates outlined in the 2019-2020 calendar. This is a non-instructional workweek.
 - c. Beginning Monday, April 20: Staff will begin providing content delivery and instruction through Distance Learning.

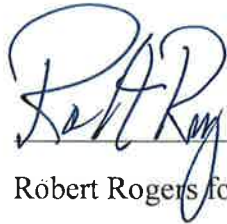
3. The parties agree that unit members will choose from existing instructional platforms suitable for Distance Learning, and will not be expected to employ additional platforms without appropriate training. The standard platforms for the District are Google Apps for Education, Google Meet and Seesaw. Specific information regarding the use of these platforms or other platforms identified by the district will be provided in future communications or guidelines.
4. The parties agree that unit members may collaborate as necessary and appropriate while they are engaged in Distance Learning. Directors, principals, or designees may call in-person staff meetings or collaboration meetings as the Yolo County Public Health guidelines permit for the purposes of facilitating and assisting with the implementation of Distance Learning. **If a unit member belongs to a population deemed by the CDPH as uniquely vulnerable or "higher risk" (as defined in this MOU), they shall not be required to report to a work site during school closures.** Twenty-four (24) hour notice of any meeting shall be given, unless an emergency situation arises. It is the expectation that unit members check District email during their contracted time on a daily basis.
5. The parties agree that unit members will communicate consistently when they will be available to students and families on a weekly basis and remain flexible as to their availability within the contract day. Unit Members will attempt to maintain a 24-hour response time regarding student and parent inquiries.
6. The parties agree that the expectation is for unit members to be working remotely. With permission and prior notice, unit members shall have the ability to access a district designated facility or classroom during the emergency school closure for the purpose of Distance Learning. This access shall be available primarily for unit members without technology devices and/or internet access for the purposes of Distance Learning.
7. The parties agree that current collectively bargained timelines for unit member's evaluations and related components shall be suspended for the remainder of the 2019-2020 school year.
 - a. The parties agree that if the administrator has completed the required components of an evaluation prior to the closure of schools, they may complete the evaluation.
 - b. The parties agree that it is understood that unit members may be developing activities to be delivered via a new modality. Teachers shall not be evaluated based on the "quality" of distance learning activities.

8. The parties agree that Counselors, RTI, School Psychologists, School Nurses, Speech Therapists, EL Specialists, Program Specialists and Workability shall provide distance appointments to students as needed. These appointments or conversations may be conducted via phone, email or identified distance learning platforms.
9. The parties agree that Elementary Prep Release Time Teachers shall develop standards based lessons for use by other teachers at all grade levels.
10. The parties agree that Activities and Athletic Directors, as well as other unit members who typically receive release time, shall receive direction from site management as to work outside of their normal instructional responsibilities.
11. The parties agree that the working conditions of unit members providing services to Special Education students shall be the same as those outlined in this MOU. Special Education teachers will provide continuity of learning through a variety of distance learning resources and services as appropriate so that special education students have access to the same learning opportunities as other students. At the time this agreement is entered into, the parties are expecting additional guidance from the California Department of Education (CDE) as well as the Federal Department of Education (FDE) regarding the delivery of equitable and appropriate education for students with special needs. It is the intent of the parties to implement guidance from CDE and FDE in order to meet the needs of students' Individual Education Programs.
12. With the exception of School Site Council (which shall be conducted via web conference), unit members shall not be required to make up adjunct assignments missed as a result of the emergency school closure.
13. Upon the State/County/District determining schools safe to open during the period of this MOU, the District shall provide one day of preparation to all Unit Members to prepare for the return to the classroom with students and one day of meetings and/or professional development activities as determined by the District.
14. If required by California Department of Education ("CDE"), the District shall submit a "J-13A waiver material decrease request", and/or any other waiver for which the District may be eligible, to the CDE in order to mitigate the loss of

ADA funding. WEA will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in the event of a closure of any District facilities due to the COVID-19 pandemic.

15. The parties acknowledge and agree that nothing herein limits the District's authority to exercise its emergency powers as established by law, the applicable collective bargaining contract, policies, and administrative regulations.

16. This MOU shall expire on June 30, 2020, This MOU shall not be precedent setting nor form any basis for a past practice.



Robert Rogers for WEA

5/26/2020

Date



Leanee Medina Estrada for WJUSD

5-26-2020

Date