

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WOODLAND JOINT UNIFIED SCHOOL DISTRICT
AND
WOODLAND EDUCATION ASSOCIATION**

**REGARDING THE IMPACTS AND EFFECTS FOR PHASE 1 OF REOPENING
FOR THE 2020-2021 SCHOOL YEAR**

Woodland Joint Unified School District ("District") and Woodland Education Association ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the impacts and effects for Phase 1 (remote learning) for the re-opening of schools during the 2020-2021 school year.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant 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.

The Parties acknowledge that the school year will begin with remote learning but may transition to Phase 2 (limited blended learning), Phase 3 (full blended learning), Phase 4 (in-person learning with restrictions) and Phase 5 (in-person learning with no restrictions) as determined by the District consistent with public health orders.

1. HEALTH AND SAFETY

- 1.1. The District will adhere to workplace safety guidelines as prescribed by the Centers for Disease Control (CDC), California Department of Public Health (CDPH), and the Yolo County Health Officer.
- 1.2. The District shall make every effort to provide sufficient personal protective equipment (PPE) for staff consistent with CDC and CDPH guidance, appropriate for each classification or duty, and relevant to Cal/OSHA requirements, to the extent that such supplies are available.
- 1.3. Cleaning and disinfection of common areas (office, restrooms, workrooms, etc.) will be done daily by custodial staff consistent with CDC and CDPH guidelines as they relate to COVID-19. Classrooms will be cleaned and disinfected by custodial staff if occupied during the day. Site administrators will maintain a daily list of areas cleaned and a cleaning log will be posted in restrooms.
- 1.4. The District shall maintain adequate school-appropriate cleaning supplies to clean and disinfect the school site consistent with CDC and CDPH guidance, to the extent that such supplies are available.

1.5 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.

1.6 The District shall adhere to orders requiring the use of face coverings by employees and visitors to the workplace.

1.6.1 Staff who cannot wear a face covering because of a documented health issue shall be required to wear a face shield.

1.7 Unit members shall follow social distancing practices while visiting or working at WJUSD facilities and shall adhere to safety precautions as implemented and posted at their work sites.

1.8 The District will provide appropriate employee training related to workplace health and safety practices and actions.

2. INSTRUCTION

2.1. Unit members delivering virtual instruction may work from their regularly assigned classroom/workplace during regular school hours.

2.1.1 Unit members who deliver virtual instruction from their regularly assigned classroom/workspace must follow social distancing practices and shall adhere to safety precautions as implemented and posted at their work sites. These guidelines include wearing a face mask at all times unless working alone in an enclosed space, participating in daily screening process for symptoms of COVID-19 and practicing social distancing.

2.1.2 Unit members working from their regularly assigned classroom/workspace shall notify their supervisor of their presence on site so that the classroom may be cleaned and disinfected by custodial staff.

2.2. Unit members delivering virtual instruction may choose to work remotely during regular school hours.

2.2.1 Unit members who work remotely shall observe the following professional expectations of telecommuting and working remotely:

2.2.1.1 Be available during work hours.

2.2.1.2 Provide instruction and engagement using District-provided online curriculum and resources.

2.2.1.3 Have adequate internet access that is personally provided. Unit members shall use caution in accessing the internet from public locations and in accessing information from networks outside of the District in order to safeguard confidential information.

2.2.1.4. Be responsible for maintaining and protecting equipment on loan from the District and shall adhere to the District's Acceptable Use Agreement.

2.2.1.5 Have a workspace that is safe and free of obstruction, hazards and distractions.

2.2.1.6 Notify their supervisor and report their absence in the absence management system when unable to perform work assignments due to illness or other unforeseen circumstances.

- 2.3. The bargaining unit member workday shall remain as described in the collective bargaining agreement.
- 2.4 Virtual learning, academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and/ or live interaction shall all be combined to account for daily instructional minutes. Daily lesson plans, assessments, and instructional methodologies shall be used to support student learning in alignment with district-adopted curriculum, instructional goals and resources.
- 2.5 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-provided laptop is not functioning correctly, they unit member will submit a technology work order and notify their site administrator.
- 2.6 The District shall communicate decisions about closures and re-opening to all bargaining unit members district wide. Such communication shall be by email or by telephone.
- 2.7 The District shall provide appropriate software and training for unit members required to engage with students in a virtual setting either as part of in-person learning, virtual learning, or a hybrid model.

3. HEALTH SCREENING AND NOTIFICATION

- 3.1 The District shall ensure that all employees are checked daily for symptoms associated with COVID-19 infection upon arrival to their classroom or workspace and that visitors are checked prior to entering onto campus.
- 3.2 Upon notification that an employee has been infected with COVID-19, the District shall comply with the recommended federal, state and local public health guidelines including notification requirements.

4. VIRTUAL LEARNING

- 4.1 All students will receive synchronous and asynchronous instruction and content five (5) days per week through remote learning.
- 4.2 All content shall be aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.

- 4.3 All students will receive daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders and consistent with this MOU.
- 4.4 This daily live interaction shall be designed by the classroom teacher to meet the needs of students using District adopted curriculum and resources.
- 4.5 The District will work to provide equitable access to education for all students and make provisions so that all students have adequate access to connectivity and technological devices to participate in the educational program and complete assigned work.
- 4.6 The Administration, in consultation with the classroom teacher, parents and guardians, students, support staff/unit members and counselors, shall collaborate to provide academic and other supports in virtual learning that are designed to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with exceptional needs, students in foster care or experiencing homelessness, and students requiring mental health supports.
- 4.7 If it is determined that a student should need to be assessed or provided services in person based on state and/or federal guidelines the District shall offer in-person assessments (i.e. initial IEP assessments, English-learner assessments) or services with safety precautions implemented such as personal protective equipment and social distancing measures. Unit members who are deemed safe to assume the risks associated with in-person assessment may complete assessments in-person.
- 4.9 Unit members shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, monitoring student work completion and participation, providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow-up.
- 4.10 Unit members are expected to work and be available during their normal contractual work hours and workdays. To provide students and parents with consistency and to avoid conflicts, academic support/interactive instruction shall be scheduled during the same times each week. Unit members shall have time each week designated to provide student support, feedback, and clarification and may be conducted via phone, email, and/or other virtual platforms.
- 4.11 Interactive instruction should include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and allows the bargaining unit member opportunities to provide the student encouragement and feedback.
- 4.12 The District shall provide all bargaining unit members with basic office supplies in order to provide remote learning and any other items normally provided during in-person learning with the exception of internet access when working remotely.

4.13 Virtual Learning Accountability Requirements

4.13.1 The District shall document daily participation for each student on each school day, in whole or in part, for which virtual learning is provided. A student who does not participate in virtual learning when assigned to do so shall be documented as absent by the virtual learning teacher.

4.13.2 Evidence of daily student participation in virtual learning shall be obtained using:

4.13.2.1 Evidence of participation in online activities;

4.13.2.2 Completion of regular assignments and/or assessments; and

4.13.2.3 Contacts between employees of the District and students or parents or guardians.

4.13.3 The District shall ensure that a weekly engagement record is completed for each student documenting synchronous or asynchronous instruction for each whole or partial day of virtual learning, verifying daily participation, and tracking assignments.

4.13.4 Written procedures for tiered reengagement strategies for all students who are absent from virtual learning for more than three school days or 60% of the instructional days in a school week shall be developed and distributed to unit members.

4.13.5 Classroom teachers shall regularly communicate with parents and guardians regarding a student's academic progress consistent with established practices and procedures for traditional in-person learning. Secondary classroom teachers shall provide feedback on assignments and input grades into Aeries so they are current and available for parents and guardians to access.

4.13.6 If there is a need to transition from the Virtual Learning model to a model that includes in-person instruction, due to the County and/or State determining that schools are safe to do so, the District shall provide at least five working days of advance notification to all bargaining unit members to prepare for the safe return.

5. LEAVES

5.1 All unit members shall be eligible for leaves as provided in the collective bargaining agreement and as allowed by state and federal law including the Families First Coronavirus Relief Act (HR 6201).

7. GRIEVANCE

7.1 All provisions of this MOU are subject to the negotiated grievance procedure in the CBA.

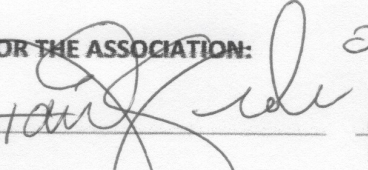
8. MEET AND CONFER AND ADVANCE NOTICE REQUIREMENT

8.1 The District will share with WEA public information it receives from local health authorities about COVID-19 epidemic.

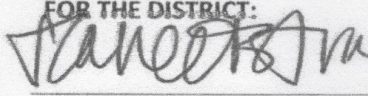
8.2 The District will provide five (5) working days of advance notice to all bargaining unit members to prepare for a safe return when any transition to in-person learning occurs.

This MOU shall remain in effect through Phase 1 of reopening or June 30, 2021 whichever is earlier and shall not be precedent setting nor form any basis for past practice.

FOR THE ASSOCIATION:


8.14.2020
Date

FOR THE DISTRICT:


8/14/2020
Date
Leanee Medina Estrada
Assistant Superintendent,
Human Resources