

MEMORANDUM OF UNDERSTANDING
BETWEEN THE WHEATLAND SCHOOL DISTRICT
AND THE WHEATLAND ELEMENTARY SCHOOL TEACHERS ASSOCIATION
DISTANCE LEARNING DUE TO SCHOOL CLOSURES DURING COVID-19 PANDEMIC
APRIL 30, 2020

The Wheatland School District (“District”) and Wheatland Elementary School Teachers Association (“Association”) enter this Memorandum of Understanding (“MOU”) regarding distance learning related to the coronavirus (“COVID-19”) pandemic.

The Parties recognize there is a need for schools to be closed (“emergency school closure”) and move to a distance learning model to allow for social distancing, as recommended by public health officials to prevent the spread of illness arising from COVID-19 during the 2019-2020 school year. This agreement is intended to give details on the distance learning model that will be used for most, or all, of the remainder of the 2019-2020 school year.

The District and Association agree as follows:

- Following state or county orders and mandates, the District will limit requirements for WESTA unit members to be on campus to perform essential duties that cannot be done remotely. If the District determines that on site essential duties must be performed by a certificated employee and it is related to their teaching responsibility, the certificated employee must come to the site as assigned or use the proper leave of absence. Exceptions will be made for those with documented health conditions, age factors or circumstances such as caring for elderly parents or ill children. If that is the case the District will assign duties on a rotating basis as needed to cover their essential duty. If you fall into one of these categories, please email the Superintendent with your information.
- During this emergency school closure, all certificated employees are in paid status and are contracted employees. Staff is required to teach their students remotely. Any preparation, including online training, required by the district to facilitate this distance learning will be done during the employees paid time. Any remote training required to provide an easy opening to next school year will take place on certificated staff’s contracted days. If the District needs to provide remote training during the summer (non-contracted time) then the certificated employee will be paid the extra pay for extra duty rate.

Equipment, Training, and Technical Support

- The District shall provide necessary equipment to deliver distance learning (not to include connections and connectivity). If a staff member does not have the ability to connect from their home, then they can use their classroom for the purpose of distance learning. Staff shall not be liable for accidental damage to District equipment.

Conditions for Reopening School Campuses for 2019-2020

- Upon the State/County/District determining schools are safe to reopen, the District shall provide at least a 48-hour notice to all unit members to prepare for return to the classroom with students.
- The first workday back to District work sites shall be a non-student day for preparation to resume in person classes, and all District classrooms/facilities shall be cleaned/disinfected pursuant to the

highest-level requirement(s) of local, state, and/or federal health authorities (and in accordance with the previously agreed to conditions between the parties).

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

This MOU resolves the negotiable effects of distance learning due to COVID-19. The District and/or Association reserve the right to negotiate and provide input regarding any additional impacts related to COVID-19 and/or additional school closures in the 2020-2021 school year.

This MOU shall expire in full without precedent on June 30, 2020, unless extended by mutual written agreement.

Elaine Guzman (submitted electronically), Date: 5/1/2020

For the Association

Craig Guensler (submitted electronically), Date: 5/1/2020

For the District

