

**MEMORANDUM OF UNDERSTANDING**  
**between the**  
**WHEATLAND SCHOOL DISTRICT**  
**and**  
**WHEATLAND ELEMENTARY SCHOOL TEACHERS ASSOCIATION**

**(Impact and Effects of Mandatory Distance Learning)**

This Memorandum of Understanding (“MOU”) is agreed to between the Wheatland School District (“District”) and the Wheatland Elementary School Teachers Association (“WESTA”) concerning the District’s determinations in response to the coronavirus (COVID-19) pandemic that impacts certificated working conditions in the 2020/2021 school year as it relates to Mandatory Distance Learning.

**RECITALS**

1. The platform for student instruction during the 2020/2021 school year is fluid and depends upon mandates and guidelines issued by Federal, State and County authorities. The District will continue to follow the guidance/recommendations of the Yuba County Public Health Office (YCPHO) and the California Department of Public Health (CDPH)
2. The Parties acknowledge that the District has the following continuing obligations to maintain and implement:
  - a. SB 98;
  - b. Existing District Policies/Procedures;
  - c. Americans with Disabilities Act and Fair Employment & Housing Act;
  - d. HR 6201;
  - e. OSHA/Cal OSHA;
  - f. WESTA Collective Bargaining Agreement (“CBA”);
  - g. Injury & Illness Prevention Plan
3. For any items not already covered within these, existing polices/procedures, the District agrees to the following terms and conditions.

**TERMS**

1. To the extent that this MOU conflicts with the CBA or District policy, this MOU will prevail.
2. The District will start the school year in Distance Learning and this MOU shall be in effect while the District is in Distance Learning, or the conclusion of the '20 -'21 School Year.

**Distance Learning**

Unit Members will be expected to follow the Distance Learning Guidelines.

- a. Unit members will be required to teach from their classrooms.
- b. Unit members will be available to parents and student for communication during the normal contracted day. Responses are to take place within 24 hours.

- c. Unit Members are expected to provide students with synchronous learning as well as additional options to provide greater student access within the same week of instruction. The Distance Learning Model will be substantially equivalent to in person instruction.
- d. The Music Teacher and Counselors will prepare and present Distance Learning lessons in coordination with the classroom teacher and site administration.

**Leaves During Distance Learning:**

- a. HR 6201 Telework
  - i. Unit members are required to work at their designated work sites, unless they meet the conditions set forth below, and have been approved by the Superintendent or designee to telework from home:
    - 1) The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19 (Letter must be provided)
    - 2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19. (Letter must be provided)
    - 3) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis. (Doctors Note required)
    - 4) The employee is caring for an individual who is subject to either 1) or 2), above (Letter must be provided)
  - ii. A unit member who is approved by the Superintendent for a telework contract shall adhere to the instructional requirements of Distance Learning. In the event that a unit member cannot or fails to meet the requirements of Distance Learning, the telework contract will be terminated, and the unit member shall return to the worksite or utilize available Leave.
  - iii. Employees that are sick for a day or two will not need to use sick leave as long as they can perform their duties from home via Telework. On day 3 of this leave a doctor's note will be required. Employee must notify Site Administration prior to the start of the school day. If an employee needs to go beyond two days then the leave is subject to approval by the Superintendent.
  - iv. Employees will be allowed to teach remotely on November 23, 24 and February 8, 9, 10, 11. Time will not be deducted from their leave bank assuming they fulfill their contract hours and duties as if they were in the classroom.
  - v. Employees who need to use Personal Necessity Leave or Discretionary Leave, outside of the days listed in iv above, it will not be deducted from their leave bank as long as they can perform their duties remotely via Telework. These

leaves are subject to a maximum of 5 days of PN and 5 days of Discretionary leave as agreed upon in the CBA. This leave is subject to pre-approval by the Superintendent.

- b. HR 6201 (Unable to Perform Duties via Telework)
  - i. Unit members who meet those conditions in HR 6201 and cannot telework from home, will follow the Leaves below.
    - 1) A unit member is entitled to the leaves set forth in HR 6201 – Families First Coronavirus Response Act, Emergency Paid Sick Leave before utilizing any accrued Leave.
    - 2) In the event that a leave provided for in HR 6201 does not provide full pay, a unit member may utilize any previously accrued leave to fill any gap in pay (e.g. 2/3 pay formula applies under HR 6201, unit member may use 1/3 of appropriate accrued leave).
- c. Other Leaves
  - i. Unit members may also use available leaves set forth in the CBA.

#### **Health & Safety:**

- a. The District will ensure that all classrooms, cafeterias, and workspaces that are being used are cleaned and disinfected, daily, including but not limited to desks, tables, doorknobs, light switches, faucets, sinks, toilets, and other high touch fixtures using appropriate disinfectant.
- b. The District will ensure that all restrooms that are being used will be cleaned a minimum of 4 times a day. They will be cleaned before the staff arrives, after the morning break, after the lunch break and after 3:30pm. If for any reason a restroom needs additional cleaning in between these 4 cleanings, the unit member will need to notify the office.
- c. Onsite gatherings will be held in accordance with the recommendations of the YCPHO & CDPH.
- d. The District will provide appropriate physical distancing in accordance with the guidelines provided by YCPHO & CDPH.
- e. To the extent possible, the District will not require in-person staff meetings parent/teacher conferences/meetings/IST's/IEPs and professional development until the District can ensure appropriate physical distance between all attendees using appropriate PPE.
- f. Unit members will wear facial coverings in accordance with YCPHO & CDPH guidelines. Unit members who present medical verification of their inability to wear a mask will wear a face shield and neck drape (tucked into the shirt). The District will

provide one face covering (or shield and drape where appropriate) prior to the first teacher workday.

- g. Hand Washing and Sanitizing:
  - 1) Hand sanitizer will be provided in all work areas where soap and water are not available.
  - 2) Hand washing/sanitizing supplies noted above or otherwise provided will be checked daily and restocked as needed.
- h. Unit members will be provided appropriate safety training applicable to current health conditions, at a time scheduled by their immediate supervisor.
- i. The District will work with its HVAC professionals to ensure that HVAC systems are functioning properly, maximize air exchanges per hour, maximize outdoor air, and are maintained according to the manufacturer's recommendations.
- j. Through posted signage, students, employees, and visitors will be encouraged to wash their hands or use hand sanitizer upon entering District sites and every time a classroom is entered.
- k. The guidelines provided by YCPHO & CDPH will be followed when working with visitors with symptoms consistent with COVID-19.
- l. The District agrees to notify the WESTA Chapter President/Designee, in accordance with directives from the YCPHO & CDPH, when it learns of any COVID-19 infection or exposure.
- m. The District will establish guidelines which address:
  - 1) Violations of physical distance measures
  - 2) Use of bathrooms that respect physical distancing
  - 3) Limiting visitors on campus. The guidelines provided by YCPHO & CDPH will be followed when working with visitors
- n. The supply of any item in this MOU is subject to the market supply.

### **In-Person Student Assessments**

- a. Based upon CDE guidance and in compliance with CDPH and local county health guidance, unit members may be required to conduct 1:1 in-person assessments/testing on a case-by-case basis.
- b. At least one safe space per site will be set up for testing. The room will be equipped with an adequate supply of PPE, including a clear barrier as necessary, masks, gloves, and cleaning supplies.

- c. Both unit members and students will be required (where practicable) to wear appropriate PPE and social distance.
- d. The assessment room/barrier will be sanitized after each use.

**Professional Development**

- a. Unit members will have four (4) professional development days added to the 2020-2021 contract only. These days are August 24, 25, 26, 27. These days will be paid at the employees' individual daily rate. August 28 is the day previously agreed to in the CBA (day 181). The professional development days will be regarding the use of technology, the delivery of instruction via distance learning, staff meeting on logistics, collaboration time and student supplies and device pass out day including a time to meet your students. Any other needed professional development will be available throughout the implementation of distance learning on a as needed basis. With the exception of Professional Development provided on August 24, 25, 26, 27 or 28, any additional offerings will be considered optional. Information regarding any and all training opportunities will be communicated with all bargaining unit members via email. The District will survey the teachers on what Professional Development they would like to have included into the plan.
- b. Teachers will be paid their actual daily rate based on their base salary (Stipends not included). The pay will be divided over 12 paychecks in 11 months.
- c. Teachers may not use Personal Necessity or Discretionary Leave for the four (4) professional development days. These days are August 24, 25, 26, 27.

**Evaluation**

- a. Unit members shall not be evaluated for the 2020/2021 school year unless we resume to in class instruction prior to October 1, 2020.

**General:**

- a. All components of the current CBA between WESTA and the District not addressed by the terms of this MOU will remain in full effect until June 30, 2021 unless both parties agree to an extension.
- b. This MOU resolves the negotiable impacts and effects the Mandatory Distance Learning Program for the 2020/2021 school year.

FOR THE WHEATLAND ELEMENTARY SCHOOL TEACHERS ASSOCIATION

FOR THE WHEATLAND SCHOOL DISTRICT

By: Elaine Guzman (electronic signature)

By: Craig Guensler (electronic signature)

Date: August 14<sup>th</sup>, 2020

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