

**MEMORANDUM OF UNDERSTANDING BETWEEN
WOODSIDE SCHOOL DISTRICT AND
WOODSIDE TEACHERS ASSOCIATION**

**2020-2021 SCHOOL INSTRUCTIONAL PRACTICES
IN A COVID-19 ENVIRONMENT**

INTRODUCTION

- A. This Memorandum of Understanding (“MOU”) between the Woodside School District (“District”) and the Woodside Teachers Association (“Association” or “WTA,” and, together with the District, the “Parties”) sets forth the results of the Parties’ negotiation of the effects of District decisions regarding instructional plans for the 2020-2021 school year. The District and the WTA enter this MOU to supplement the 2020-2021 Collective Bargaining Agreement (“CBA”) to address the effects of the District’s decisions regarding the learning models to be employed at Woodside Elementary School during the 2020-2021 school year.
- B. In particular, the Parties acknowledge that, in light of the current COVID-19-related conditions, the District intends to begin the 2020-2021 school year in a Distance Learning model (i.e., instruction in which the pupil and instructor are in different locations and pupils are under the general supervision of a certificated employee of the District) and that, subject to limited exceptions discussed herein, the District intends to operate solely in a Distance Learning model during at least the first nine-week quarter of the school year (i.e., through October 23, 2020).
- C. The Parties further acknowledge that, to the extent that local public health conditions related to COVID-19, and orders and/or waivers of the California Department of Public Health (“CDPH”), the San Mateo County Health Officer, and other authorities allow for it, the District intends to move to a bifurcated learning model after the first quarter of the school year. Under the bifurcated model, students would have the option to participate in in-person instruction at Woodside Elementary School or to participate in Distance Learning through the Woodside Virtual Academy (for students in grades TK through five) or through the San Mateo County Office of Education (for students in grade six through eight). Under the bifurcated model, Association members will have the opportunity to express their desire to participate in Distance Learning as Woodside Virtual Academy instructors, as described in this MOU.
- D. This MOU also anticipates the possible need to change or adjust teaching models, possibly multiple times, during the 2020-2021 school year, based on local public health conditions and directives of the CDPH and other State and local health authorities. This MOU supersedes the 2019-20 Side Letter.
- E. The Parties agree to meet regularly to address implementing guidance from the California Department of Education, the United States Department of Education, CDPH, the County

of San Mateo, the County Health Officer, and other authorities, in order to adjust and refine educational processes and to provide equitable and appropriate education for all students.

F. This MOU is intended to further the following shared interests of the Parties:

1. Ensure that all educational programming during the 2020-2021 school year is consistent in terms of instructional quality and practices and that it complies with the mandates of Senate Bill (“SB”) 98.
2. Meet the diverse educational, social emotional needs of all students.
3. Protect the safety of all students and staff.
4. Acknowledge the professional expertise of educators on how to innovate to meet student needs through individual and collaborative creativity and ingenuity.
5. Provide as much flexibility as possible to allow for adjustments in the delivery of education to students based on mandates or recommendations from governmental entities.
6. Provide as much consistency as possible in the instructional schedules regardless of the degree to which education and learning occur remotely or in person.
7. Allow for candid and constructive conversations among all educators so that “course corrections” can occur quickly and with the least amount of disruption to teaching and learning.

1. Health and Safety of Unit Members

A. Based on the stated shared mutual interest in student and staff safety, WTA members who have been identified as having a disability that places them at heightened risk of COVID-19, as identified by the Center for Disease Control and Prevention (“CDC”), may request, through the interactive process and as an accommodation, a full-time position during the term of this MOU that does not require face-to-face interaction with students, such as participation as an instructor in the Woodside Virtual Academy. WTA members who are assigned to a position that does not require face-to-face interaction with students during the term of this MOU shall continue to receive all wages and all benefits to which they would be entitled if they were assigned to a position requiring face-to-face interaction with students.

B. WTA members over age 65, or with a documented health or medical condition that constitutes a disability within the meaning of law will receive priority consideration for Distance Learning teaching positions with the Woodside Virtual Academy as a component of the District’s obligation to engage in the

interactive process (defined in the Americans with Disabilities Act) to explore reasonable accommodations of disabilities, as further described in Section 4, below.

C. WTA members who have identified disabling conditions and have provided documented medical verification, who are not selected for Distance Learning positions, will further engage with the District in the interactive process to determine if other reasonable accommodations exist to carry out the essential functions of their position. In the event the District is unable to reasonably accommodate such employees with documented disabling conditions, they will be eligible to use the Leaves available under federal and state law and under Article 7 of the Collective Bargaining Agreement.

D. While Executive Order N-62-20, issued by Governor Newsom on May 6, 2020 (or any successor Executive Order or other legal authority), remains in effect, COVID-19 related illness of a member shall be presumed to arise out of and in the course of the employment for purposes of awarding workers' compensation benefits if the member tests positive for or was diagnosed with COVID-19 within 14 days after a day that the employee performed labor or services at the employee's place of employment at the employer's direction.

2. Leaves

- A. The leave provisions of the CBA as set forth in Article 7 thereof, will be in full effect for the 2020-2021 school year. Additionally, all unit members are entitled to the leave benefits provided by the Families First Coronavirus Response Act ("FFCRA"), and any successor statutes or regulations, for COVID related leaves. The interactive process described in Paragraph No. 1, above, will be utilized for all COVID related leaves that involve a claim of a disabling condition.
- B. Current qualifying reasons for Leave related to COVID-19 under the FFCRA include the following:
- Employee is subject to Federal, State, and local quarantine or isolation order related to COVID-19;
 - The employee has been advised by a health care provider to self-quarantine related to COVID -19;
 - The employee is experiencing COVID-19 symptoms and has received or is seeking a medical diagnosis;
 - The employee is caring for an individual subject to an order described in the first bullet point of this Section 2.B. or self - quarantine as described in the second bullet point of this Section 2.B.;

- The employee is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or
- The employee is experiencing any other substantially similar conditions as specified under State or Federal law or in orders issued by state or local health authorities.

In connection with the implementation of the terms of this MOU, the District shall require medical documentation that includes only the information authorized under law.

- C. In the event the District is unable to reasonably accommodate a WTA member with a documented disabling condition, the WTA member shall be allowed to stay off from work and utilize the Leaves available under the law. For the duration of this MOU, the District will also allow WTA members to utilize current and accumulated sick leave as needed to care for immediate family members for COVID-19 related illnesses.
- D. Further, should a WTA member seek to take leave for a COVID-19-related reason (e.g., a WTA member seeks to quarantine for several days before caring for an immune compromised family member), that WTA member shall notify the member's supervisor as soon as possible in order that the District may consider the request and make arrangements for a substitute teacher. The District shall make reasonable efforts to accommodate such requests. However, due to staffing constraints, the District cannot guarantee that every such leave request will be granted.
- E. Further, in the event that a WTA member needs to be absent from work due to the WTA member's own COVID-related illness or the COVID-related illness of a member of the WTA member's household (i.e., someone who lives in the same residence as the WTA member), the District will provide compensation to that WTA member that, when combined with any other forms of paid leave that the WTA member may be eligible for (e.g., under the FFCRA, workers compensation, etc.), will be equal to the WTA member's per diem compensation (defined, for purposes of this MOU, as the WTA member's annual salary divided by the number of workdays per year), without the WTA member being required to use the WTA member's sick leave balance. (Solely by way of example, the per diem rate for a WTA member whose annual salary is \$132,000 and who is contracted to work 186 days each year is \$709.68 (i.e., \$132,00 divided by 186 days is equal to \$709.68).)

3. Distance Learning During at Least the First Quarter of the 2020-2021 School Year

- A. As noted, the District intends to begin the 2020-2021 school year in a Distance Learning model and to remain in that model for at least the first quarter of the school year (i.e., through October 23, 2020). During that time, students will generally participate in educational programming remotely. WTA members are encouraged to provide this remote educational programming from their classrooms at Woodside Elementary School, which will, among other benefits, ensure the availability of adequate wi-fi connectivity, technology equipment and support, and administrator support. However, while the District expects that all WTA members will meet a consistent and uniform standard, regardless of where

they teach from, WTA members will have the option to perform their teaching duties from locations besides their classrooms at Woodside Elementary School.

- B. Distance Learning and WTA unit members' and the District's respective responsibilities while in a Distance Learning model will be as set forth in the Woodside School District Distance Learning Steering Committee Guidelines for 2020-2021 School Year ("Distance Learning Guidelines"), approved by the District's Board of Trustees on August 11, 2020. A copy of the Distance Learning Guidelines is **Exhibit A** to this MOU and is incorporated herein by reference.
- C. While the District intends to begin the 2020-2021 school year in a Distance Learning model, to the extent feasible, the District intends to bring certain students, including those with special education needs or who have been identified as being at heightened risk of significant academic regression, to participate in certain in-person services. In the event that the District is able to implement these in-person services for certain identified students, the District will do so in compliance with the principles and procedures set forth in the Woodside School District School Reopening Task Force Guidelines for 2020-2021 School Year ("Reopening Guidelines"), approved by the District's Board of Trustees on August 11, 2020. A copy of the Reopening Guidelines is **Exhibit B** to this MOU and is incorporated herein by reference. Further, such in-person instruction will comply with the District's Health Protocols and Operational Safety Procedures ("Health and Safety Procedures"), a copy of which is **Exhibit C** to this MOU and incorporated by reference and all guidance issued by the California Department of Public Health.
- D. In addition, for students involved in such in-person services who are unable to adhere to the District's Health and Safety Procedures (e.g., owing to age or disability), the District administration will coordinate with appropriate stakeholders to develop for each such student a Health and Safety Plan to ensure that these students are appropriately served in as safe a manner as possible and that WTA members are able to provide services as safely as possible. Measures integrated into such Health and Safety Plans may include things such as additional personal protective equipment ("PPE"), including face shields, gloves, etc.; plexiglass shields, and outdoor teaching spaces.

4. In-Person Instruction and Alternate Assignments for WTA Members in Lieu of In-Person Instruction

- A. As discussed, to the extent possible under prevailing public health conditions and under orders of State and local health authorities, after October 23, 2020, the District intends to move to a bifurcated education model. The Parties acknowledge that, by signing this MOU, the WTA does not indicate that it necessarily agrees that it will be appropriate to move to a bifurcated education model after October 23, 2020. Under

the bifurcated model, students will participate either in in person instruction or they will remain in a Distance Learning model (through the Woodside Virtual Academy for students in grades TK through 5 and through the San Mateo County Office of Education for students in grade 6 through 8).

- B. In-Person instruction shall be conducted pursuant to the Reopening Guidelines and the Health and Safety Procedures.
- C. When the District is able to move to such a bifurcated model, teachers will be offered the opportunity to apply for an alternate distance learning assignment with the Woodside Virtual Academy according to the process described below:
- Procedure to Apply for Alternate Distance Learning Assignment with the Woodside Virtual Academy: Unit members over age 65 or with a documented health or medical condition that constitutes a disability as defined by law that puts the unit member at heightened risk for COVID-19 as determined by the CDC will be entitled to participate in an interactive process, which may result in such unit members being offered the opportunity to be assigned to a Distance Learning position with the Woodside Virtual Academy as an accommodation before any other teachers. In the event that more teachers qualify for such accommodation than Distance Learning positions that are available, the District may make assignments on the basis of credentials, seniority, and lottery. If Distance Learning positions remain available after teachers qualifying for an accommodation have been placed, the District will then determine the number of additional Distance Learning teachers needed.
 - Once WTA members requiring an accommodation owing to documented disability or age are placed in Distance Learning teaching positions, selection for any remaining Distance Learning teaching positions, if interest exceeds the positions available, shall be made based on the following criteria:
 - WTA members possessing the necessary credential(s)
 - WTA member seniority
 - Lottery among teachers possessing necessary credentials who have equivalent seniority
- D. During the course of the year, Association members will use best efforts to promptly notify the District of extenuating circumstances that may arise for which the staff member will be seeking consideration with respect to scheduling or assignment and the District will consider such extenuating circumstance to the extent deemed possible by the District.
- E. Training will be required and provided by the District for the learning platforms that are purchased for the District.
- F. Class size for Distance Learning teaching positions shall be consistent with Article 11 of the CBA.

G. All Distance Learning will be conducted in accordance with the Distance Learning Guidelines and shall conform to the requirements of SB 98, codified at Education Code sections 43500 through 43504.

H. The instructional calendar for unit members engaged in Distance Learning through the Woodside Virtual Academy will be the same as the calendar of teachers conducting in-person or a hybrid (i.e., a combination of in person and distance learning) model.

I. WTA members shall not be required to provide personal cell phone numbers or personal email addresses in communications with parents or students. WTA members will regularly check their work voice mails and work emails during ordinary contract hours. The District will provide WTA members with instructions on how to access their voice mail messages, both while on campus and remotely.

5. Professional Development/Collaboration

- A. Professional development will be provided for staff members in accordance with the [Board-adopted 2020-2021 District calendar](#), the preservice professional development calendar, and the Wednesday staff meeting schedule.
- B. The first week of instruction will be minimum days in order to provide further staff professional development.
- C. A calendar of professional development offerings for preservice days, minimum days, and Wednesday staff meetings will be compiled by administration and communicated to staff.

6. Attendance

For Distance Learning instruction during the term of this MOU, WTA members will comply with the requirements of Section 43504 of the Education Code, which sets forth requirements to document daily participation for each school day for which distance education is provided, including through the preparation of a weekly engagement record for each pupil. *Attendance taking is mandatory, and a student will be marked absent if they do not participate, in whole or in part, during a day of distance learning.*

- A. Attendance will be taken daily in each class, as follows:
 - In grades TK through 5, through daily synchronous class time
 - In grades 6 through 8, through attendance verification at the beginning of each class period
 - Daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between employees of the local educational agency and pupils or parents or guardians.

- The District shall use documentation of the absence for purposes of reporting its chronic absenteeism rates in its local control and accountability plan.

B. Attendance will be taken by the end of each school day and entered into PowerSchool. Being counted as “present” for the day, means that the student attended all synchronous lessons and completed the required work.

- TK through 5th grade classes will take attendance in the afternoon to account for participation in all class sessions.
- Administration will monitor attendance data for patterns in student engagement.

C. The Parties shall collaborate to ensure that a weekly engagement record is completed for each pupil documenting synchronous or asynchronous instruction for each whole or partial day of distance learning, verifying daily participation, and tracking assignments.

D. If a student is absent from Distance Learning for an extended period of time (3 or more days in a week, or 60% of instructional time), a District level re-engagement protocol will be developed and implemented and WTA members will participate in the development and implementation of such protocols. This may include:

- Verification of current contact information for each enrolled pupil
- Daily notification to parents or guardians of absences
- A plan for outreach from the school to determine pupil needs including connection with health and social services as necessary
- If reengagement efforts do not resolve the situation, when feasible, an alternate learning plan will be created for the pupil.

7. Technology

The District shall provide unit members access to District provided technical support, including through via virtual tools. Such support may include access to technical support personnel, helplines, and other technical support from District vendors and/or staff. On a case by case basis, the District may provide technical hardware support (hotspots, etc.), when available, for teachers who require increased internet speed to support Distance Learning.

The District and WTA agree that students are expected to engage and access materials online via agreed upon platforms used by the District. Students will have access to any technology they may need for educational purposes. For any students who do not have adequate access to online learning, students and their families will be encouraged to contact the District to make special arrangements.

8. Safety

The District will implement all health and safety measures set forth in the Reopening Procedures and in the Health and Safety Procedures.

District will make every effort to comply with all local, state and federal mandates to maximize student and staff safety, including the following:

- **Screening, Cleaning and/or Sanitizing**

- **Passive Screening:** District will instruction parents and staff to screen students/themselves before leaving for school (check temperature to ensure temperatures below 100.4 degrees Fahrenheit, observe for symptoms (fever, chills, shortness of breath, difficulty breathing, sore throat, etc.). Parents will be instructed to keep students at home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19. Staff will also be instructed to stay home if they have symptoms consistent with COVID-19 or have had close contact with a person diagnosed with COVID-19.
 - These instructions will be communicated to families and staff prior to the start of the school year.
 - Symptomatic students/adults: The District will identify a specific isolation area for students and/or staff who are exhibiting symptoms related to a possible COVID-19 illness.
 - If any student exhibits COVID-19 symptoms, unit members shall refer the student to the health office for screening and examination.
 - Rooms and restrooms, including all touchable surfaces, will be sanitized at least once daily and in accordance with County Public Health guidelines, with vacuuming following the normal schedule. A log of restroom cleaning times will be posted in each restroom.
 - Soap, water, and paper towels will be available in each TK-8 classroom. Soap and paper towels will be available in all restrooms. In addition, all classrooms shall have hand sanitizer available and throughout the school. Sanitizer will be refilled regularly.
 - Cleaning and sanitization supplies will be made available in the event a teacher desires to perform additional classroom cleaning/sanitization.
 - Resources, virtual or otherwise, will be made available to share with families and students that outlines the appropriate methodology for appropriate COVID 19 hand washing.

- District staff members must use face coverings in accordance with CDPH guidelines and County Health Officer Orders unless Cal/OSHA standards require respiratory protection. Face coverings are required to be worn properly at all times by all individuals on a school campus indoors. Face coverings are required to be worn properly at all times by all individuals while indoors or while outdoors when in a communal (i.e., non-physically distanced) setting. This applies to all staff, all students in grades TK-8, all administrators, and any visitors on campus. The District shall develop and share with staff a plan to deal with students and others who habitually fail to comply with the face covering requirements. Non-compliance with face covering requirements by students will be reported to the school site administration and non-compliance with face covering requirements by adults on campus will be reported to Superintendent.
- District will provide face coverings for WTA members, who will be required to wear them while on the Woodside Elementary School campus. WTA members who desire them will be provided face shields.
- In limited situations where a face covering cannot be used by WTA members for pedagogical or developmental reasons, (i.e. communicating or assisting young children or those with special needs) a face shield can be used instead of a cloth face covering while in the classroom as long as the wearer maintains appropriate physical distance from others, to the extent practicable. WTA members must return to wearing a face covering outside of the classroom when physical distancing is not feasible.
- Face coverings shall not be required for students or staff if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist. The needs for exemption of a specific student shall be communicated with all appropriate staff.
- For WTA members and students who cannot wear a cloth face covering, face shields with neck drapes tucked into the shirt shall be used. Face coverings or shields may not be required for students with medical apparatus which prevents or obstructs the use of the apparatus.
- WTA members may use their own face covering or face shield at their discretion in lieu of District issued face coverings or face shields.
- Students/families will be required to wear face coverings consistent with mandates issued by the State of California and local health authorities. District issued face coverings will be provided to students, as needed.
- Protective barriers will be placed in front offices

- Personal protective equipment (PPE), as defined by the San Mateo County Department of Public Health, will be available for all WTA members.
 - Social distancing measures will be implemented in classrooms, on campus, and on buses so that students can be seated six feet apart to the extent possible, and hallways shall be marked for one way egress and ingress, as determined necessary by District administration.
 - Transportation Services will reasonably follow the CDE Transportation Best Practices in regards to cleaning, sanitizing and social distancing.
 - WTA members will communicate classroom expectations for social distancing with students.
 - The District and site administration will communicate expectations and specific protocols with staff and parents.
 - Sites will limit the access to campus for parents and other visitors consistent with mandates issued by the State of California and local health authorities.
 - The use of the District's community facilities (i.e., Gym/Sellman) shall be limited, consistent with the mandates issued by the State of California and local health authorities. A plan for the utilization of these facilities will be created in conjunction with Department Leads and Site Administration at each Site. At a minimum, these facilities will be sanitized daily.
 - District and Site Administration will develop safety measures to address ingress, egress, recess and lunch protocols to provide as much social distancing for staff and students as feasible.
 - In the event of a confirmed COVID-19 infection of a staff member or student at the Woodside Elementary School District site, or if the District learns of a community member or parent who has been on campus who is confirmed as infected with COVID-19, the District will inform the WTA and WTA members who are known to have had direct contact with such student, staff member, or community member that they may have been exposed to COVID-19. The District will comply with all legal requirements regarding the privacy of medical information of employees, pupils, and community members.
 - If the Woodside Elementary School or any portion of the school is required to be closed owing to an order or directive of the State of California or a local health authority, the District will comply with any directives of the State of California or local health authorities regarding cleaning/sanitization procedure. However, at a minimum, the District will perform a deep cleaning, as per District protocols.
- **Staff Safety:**

- Administration shall enact policies and protocols that allow staff to maintain physical distancing from each other. The District and site administration will communicate expectations and specific protocols with staff and parents/guardians.
- Administration and staff shall minimize congregate movement through hallways as much as practicable. For example, establish more ways to enter and exit a campus, create staggered passing times when necessary or when students cannot stay in one room and create guidelines on the floor that students can follow to enable physical distancing while passing.
- Administration shall ensure that at least six (6) feet of physical distancing can be maintained between staff and students, and between all staff to the extent feasible.
- Administration shall provide for, implement and communicate policies and procedures that minimize the use of and congregation of adults in staff rooms, break rooms, and other settings.

Administration shall implement procedures for daily symptom monitoring for staff, as outlined by [the Reopening Procedures and the Health and Safety Procedures](#).

- **Testing and Tracing:**

- The District shall adhere to State and local health orders and directives related to COVID-19 testing and contact tracing and WTA members shall cooperate with the District in the implementation of such health orders and directives. The District will provide regular COVID-19 testing on the school site for WTA members.

9. Evaluations

The intent of evaluation is to improve instruction: with that in mind administrators will provide the time and support necessary for appropriate growth.

- **Contractual Evaluations** - The District will employ the normal evaluation process and cycle for the 2020-2021 school year, as set forth in Article 10 of the CBA. Given that aspects of Distance Learning will be new to WTA members and that the District has not yet experienced a transition from Distance Learning to a bifurcated model, the District shall give consideration to the totality of the circumstances in the evaluation process.
 - Administrators will resume their normal supervisory duties as prior to COVID 19, to include both in-person and online content/classroom.

- Administrators will determine which CSTPs do not apply when conducting evaluations in a virtual environment and will consult with WTA before making this determination and communicate these changes to staff.
- **Administrators will monitor** the work of all unit members to maintain that content, instruction, accommodations, participation, engagement and attendance accounting are in compliance with SB 98. Such monitoring is not, itself, an evaluation.

10. Closures and Re-Openings During the Academic Year

- WTA and the District agree the provisions of this MOU shall be followed for the periods of time during which county-wide health and safety orders require social distancing restrictions measures in order to keep school sites open or should county-wide health and safety orders conditions require that school sites be closed.
- The choice of which instructional models to implement will be based on all available relevant information, as determined by the District's Board of Trustees, including published public health metrics for safely reopening the California economy set by the Governor and the California Department of Public Health through the California COVID-19 Roadmap (<https://covid19.ca.gov/roadmap/>) (including, but not limited to, COVID-19 case numbers and hospitalizations in the County of San Mateo and the region). Referencing all reasonably available information, the District Board of Trustees will make the final decision on the instructional model that will be implemented at any given time. The District will provide to WTA reasonable advance notice of any change in instructional model. The Parties agree that two weeks notice, shall be given prior to reopening for In-Person instruction. Notwithstanding the foregoing, the parties acknowledge and agree that under exceptional circumstances it may not be appropriate to require the District to provide WTA with two weeks notice prior to reopening. For example, the District may be operating in a bifurcated model and be required to close briefly (and shift to a Distance Learning model) to allow time to deep clean following the identification of a COVID-19 case on campus or for some other non-Covid-19 related reason and, in the case of such brief shift to a Distance Learning model, the District would not be required to provide two weeks of notice prior to returning to a bifurcated teaching model.
- On September 28, 2020, prior to the District seeking a waiver, both parties shall meet to confer regarding this subject. The WTA reserves the right, per the Educational Employment Relations Act, to negotiate the impacts of District's decision to conduct in person instruction while the County of San Mateo remains on the State's Monitoring List, provided, however, that only those impacts that are materially different in type or degree from those reasonably contemplated herein are subject to further negotiation.

- Throughout the 2020-2021 school year, ongoing two-way communication between the District and the WTA will remain vital. The District shall make reasonable, when possible a two (2) hour prior notice, efforts to notify the Association prior to the District notifications to parents and community members about any changes being made that will modify instruction or Woodside Elementary School closure.

11. Transitions; Staff Meetings and Adjunct Duties

- A. If the District is required to transition from one learning model to another (e.g., from in-person to Distance Learning, or Distance Learning to in-person education or a hybrid model), transition time shall be provided as follows:

Transition Days

- Distance Learning to In-Person - One (1) day (i.e., the instructional day immediately preceding the first instructional day in in-person model) to prepare classrooms for students and to plan for in-person instruction.
 - Asynchronous work will be posted for students during transition days.
- In-Person to Distance Learning - One (1) day where the instructional day immediately following the need for closure will be late start (delayed to ~11am) and asynchronous instruction.

- B. Pre-service Schedule

The five pre-service days in August of 2020 shall be allocated as follows:

- August 17th will be reserved for site-based professional development, staff introductions, and review of COVID-19 practices and site protocols.
- August 18th will be reserved for site-based professional development, staff introductions, and review of COVID-19 practices and site protocols.
- August 19th shall be reserved for teacher preparation and room preparation.
- August 20th will be reserved for site-based professional development, staff introductions, and review of COVID-19 practices and site protocols.
- August 21st shall be reserved for teacher preparation and room preparation.

C. Staff Meetings

All staff and District committee meetings shall remain on the regular rotation as defined in the CBA but will include the option for virtual attendance. Wednesdays 2:45-4pm will be used for educators to continue to engage in the following activities:

- i. Collaboration with course-alike colleagues and teams
- ii. Connection and communication with students and parents
- iii. Updating the learning management system
- iv. Providing online tutorials, including in real time
- v. Office hours
- vi. Attending IEPs/504s
 - o When in-person instruction is not being offered, 504, IEP, and SST meetings will be held virtually.
- vii. Professional development
- viii. Lesson planning
- ix. Examining student data
- x. Preparation time

D. Adjunct Duties and Site Committees

Site supervision duties, Site Adjunct duties and Site Committees, and District Committees shall be equitably assigned on a prorated basis. The proration of duties assigned shall be based on the school model in place, the portion of normal activities that will be allowed under the limitations required due to social distancing guidelines, and the normal number of hours of duties assigned as defined in the CBA.

Due to COVID-19 and the fact that many events cannot occur as in a typical year, and the effects COVID-19 may necessitate other duties and committees to be created. It may be necessary for sites to be flexible in the creation of adjunct duties and/or site committees as well as the assignment of hours, for their respective sites. All site committees will include the option for virtual attendance for those engaged in the online learning platform. All staff meetings/District committees will be appropriately socially distanced while this MOU is in effect.

12. [Distance Learning Model](#)

- A. WTA members engaged in Distance Learning are authorized and encouraged to work from campus.

- B. WTA members' compensation and benefits shall not be reduced as a result of the emergency school closure.
- C. WTA members engaged in Distance Learning shall not be required to work beyond their total contractual hours in a given day (7.25 hours). Should a WTA member agree to work beyond their total contract hours in a given day at the specific request of the District, that member shall be compensated at their per diem hourly rate.
- D. During any time that the District is operating in a Distance Learning Model (as opposed to a bifurcated model), no unit member shall receive fewer than 225 minutes of preparation time each week without the consent of the unit member. Further, in the event that a unit member receives fewer than 300 minutes of preparation time during per week during any time that the District is operating in a Distance Learning Model (as opposed to a bifurcated model), that unit member will be compensated at the hourly rate for the difference between the preparation time received by the unit member and 300 minutes.
- E. Administrators will ensure that all students have appropriate access to essential Distance Learning materials, and teachers have access and training for essential Distance Learning platforms, tools, materials, and resources; be available to support teachers and families throughout the school day; be available and/or arrange Zoom meetings (office hours) for staff throughout the week who may have specific questions; ensure support staff and paraprofessionals can work as co-teachers in Google Classroom and that they have the ability to meet through Zoom to provide tutorial support if possible.
- F. WTA members shall receive professional development on the use of technology and the delivery of instruction via Distance Learning as requested by the WTA members throughout the implementation of Distance Learning.
- G. The District shall provide WTA members access to District provided technical support via virtual tools. This may include access to technical support personnel, helplines, and other technical support from District vendors and/or staff, as well as instruction on online learning platforms and instructional materials. On a case by case basis, the District may provide technical hardware support (hotspots, etc.), when available, for teachers who require increased internet speed to support Distance Learning.
- H. WTA members engaged in Distance Learning shall participate virtually with their assigned grade level or department. They shall also participate in staff meetings.
- I. All staff and district committee meetings shall remain on the regular rotation contract and will include the availability of virtual attendance while this MOU is in effect.

13. Defense and Indemnification

The parties agree and recognize that, under applicable law, unit members are entitled to be defended and indemnified for claims or actions brought against the employee for injuries arising out of an act or omission occurring within the scope of the employee's employment. Willful misconduct, deliberate indifference, or acts or omissions outside the scope of a unit member's employment are excluded from the hold harmless provisions of law.

14. Teacher Absences and Substitutes

- When a WTA member is absent while instructing in a Distance Learning model, if capable, the member will post digital content for the duration of the time that the WTA member needs to be absent. The WTA member is only responsible for asynchronous content, and will be excused from synchronous instruction and student-contact on such days. The teacher of record will allow substitutes access to scheduled synchronous lessons to allow assigned substitutes the ability to log on and assist students with asynchronous lessons.

The District shall retain discretion to determine whether to retain a substitute teacher for WTA members who are absent while teaching in a Distance Learning model.

When a WTA member is unable to report to the Woodside Elementary School campus during In-Person Learning, if members requests if determined appropriate by the District, the WTA member may be permitted to work remotely, so that students can follow their Distance Learning protocols, in order for instruction to continue. While the District will consider such proposed arrangements in good faith, the District retains the discretion deem such teachers absent and to retain a substitute teacher.

With respect to absences due to illness of WTA members and their family members, the Parties agree to employ the process set forth in **Exhibit D** to this Agreement (*Managing Absences: Employee or Family Member Illness*), which is incorporated herein by reference. In-lieu work will continue to be available for unit members who are able to pick up classes during non-teaching time.

15. Calendar

- [The board-adopted 2020-2021 school calendar](#) will be adhered to by all unit members.
- Special Events
 - Back to School Nights shall be cancelled for the 2020-21 school year, they will be rescheduled and implemented remotely.
 - Any In-person events mentioned on the 2020-21 calendar may be adjusted to accommodate remote implementation.

16. Summary of Terms

All components of the Parties' current CBA not addressed by the terms of this MOU shall remain in full effect. This MOU is non-precedent setting.

This MOU resolves the negotiable effects of reopening schools in the 2020-2021 school year due to COVID-19. The District and/or Association reserve the right to negotiate any additional impacts related to COVID-19 and/or additional school closures and/or reopening in the 2020-21 school year, provided however, that only those impacts that are materially different in type or degree from those reasonably contemplated herein shall be subject to further negotiation.

This MOU shall remain in full force and effect through the end of the 2020-21 school year, or the end of the COVID-19 state of emergency, whichever occurs first. The parties may mutually agree, in writing, to extend or modify the provisions of this MOU.

For the District

Date

For the Association

Date