

**MEMORANDUM OF UNDERSTANDING
REGARDING IN-PERSON INSTRUCTION
BETWEEN THE
WESTERN PLACER UNIFIED SCHOOL DISTRICT
AND THE
WESTERN PLACER TEACHERS ASSOCIATION
August 11, 2021**

The Memorandum of Understanding (MOU) is entered into by and between the Western Placer Unified School District (District) and the Western Placer Teachers' Association (Association). The District and Association are hereinafter collectively referred to as "the Parties".

The Parties have entered into this MOU to reflect the agreements reached regarding the response to the COVID-19 (also known as novel coronavirus) pandemic. Together the Parties recognize the importance of maintaining the educational program, as well as safe facilities and operations for the benefit of the students, staff, and communities served by the District.

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates modifications to the operation of schools. The mutual goal is to minimize the health risks associated with COVID-19 infection for all students and staff while also providing equitable access to quality education for students. This agreement only applies to the temporary effects due to COVID-19 in the 2021-2022 school year and shall not be precedent setting for future contract negotiations.

The parties also agree that the safety of staff and students is the top priority. The parties agree in-person teaching and learning is important for the educational and social-emotional needs of our students. To meet both of these important needs the parties agree to the following:

Recitals

1. The District and Association are parties to a collective bargaining agreement that expires on June 30, 2022.
2. The effects of the COVID-19 pandemic are a matter the Parties wish to address through this MOU. The Parties recognize the need to address the District's learning environment and instructional models given the continuing pandemic. The Parties acknowledge local health orders must be followed per the law. The District will follow the most recent health guidance at all times, which includes local (county), California Department of Public Health, and Cal/OSHA guidance, to maintain a safe environment for students and staff. Therefore, the Parties agree as follows:

Instructional Model

3. The Parties agree that, during the 2021-2022 school year, the instructional model will follow Article VII and may transition to another model as a result of any State/County/District orders and/or recommendations.

4. Bargaining unit members will be notified by email or phone about any changes in instructional models in a timely manner.
5. Reasonable technology must be in place in order for the unit member to perform the duties of instruction for teaching during a pandemic. A list of the available technology will be provided to the members. Unit members who may have additional technology needs can request compatible technology for their classroom.

Instruction & Support for Quarantined Students

6. The Parties understand that maintaining continuity of student learning is in the best interest of students, and honoring employee time and recognizing increased workload due to student quarantines is best for employee morale.
7. Since student quarantine increases work load, the District will provide additional compensation in the amount of a \$1,500 stipend for the 2021-2022 school year. Unit members with less than full-time employment status will receive prorated amounts based on their FTE for the 2021-2022 school year.
8. The stipend will be paid out to unit members in two equal payments via end of the month payroll on November 30, 2021 and May 31, 2022. The stipend payments shall be subject to withholding as required by law.
9. When a student is quarantined, unit members will provide student work in line with the Short-Term Independent Study process that attempts to replicate in-person learning experiences. Instructional strategies and assignments may vary from what is provided to students in class. Unit members will have up to two work days to prepare student work for students on quarantine.
10. Unit members will complete required Short-Term Independent Study paperwork to account for student attendance and engagement while on quarantine.
11. Unit members are not expected to complete work generated by quarantined students outside the contractual day. Unit members will respond to student learning needs in a timely manner.

Leaves

12. Employees that are required to quarantine due to close contact, COVID-19 symptoms, or a positive COVID-19 test and have received at least one round of vaccine will remain in paid status for up to 80 hours if they have exhausted all leave allowed under the 2021 COVID-19 Supplemental Paid Sick Leave law. If an employee has not received a vaccine and provides documentation from a medical doctor that the COVID-19 vaccine would have a detrimental personal health effect on an employee, the same additional 80 hours will be allowed. Non-vaccinated employees will be required to use their current available leave for COVID-19 related absences.
13. Each day, prior to entering a district site, unit members will complete the District's daily

health screening online. If the health screener indicates that a unit member should quarantine and not report to the site, the unit member will document their absence through AESOP (the District's online absence management system), request a substitute if needed, and immediately contact their supervisor. A unit member can complete the screening on their personal device (computer or phone). The personal device shall not be searchable by the district.

14. Bargaining unit members may use any additional paid or differential leave provided by Federal or State governments during the COVID-19 national and state pandemic if applicable, and the District will assist the unit member in applying for such leave, such as Family Medical Leave Act/California Family Rights Act. Additionally, Article VIII remains in effect.
15. Bargaining unit members who feel they are unable to complete their duties, or who refuse to, may request a leave in writing and/or by scheduling a meeting with the Superintendent or Assistant Superintendent of Personnel Services. The WPTA president or president's designee, or a designated representative of the unit member's choosing (not familiarly related) from the Association, will be present at these meetings if a meeting takes place.
16. The District agrees to initiate the interactive process for employees whose physician designates them as "high risk" or "vulnerable" as related to exposure to COVID-19.

Safety/Sanitation

17. California Department of Public Health's most recent guidelines will be followed by district sites as we strive to maximize staff and student safety. Areas of emphasis:
 - a. Promoting healthy hygiene practices
 - b. Appropriate use of face coverings
 - c. Daily cleaning and disinfecting
 - d. Training for all staff and students on best practices
 - e. Checking for signs and symptoms
 - f. Planning for instances of illness or death on campus
18. Unit members are entitled and strongly encouraged to maintain a 6 foot physically distanced work space, as desired, and may delineate their "safe zones" with tape. Members should take concerns to site administration as a primary step in resolution. Site administration will work with unit members to resolve any concerns in a timely manner.
19. While the latest guidance does not include any physical distancing requirements for students, unit members are encouraged to space students apart from each other. Classroom seating charts are required for close contact tracing.
20. The District will ensure that every common use area (i.e. classroom spaces, restrooms,

common spaces, and workspaces) and frequently touched surfaces (i.e. desks, doorknobs, light switches, faucets, copy machines and other high touch fixtures) are cleaned and disinfected daily during the COVID-19 pandemic. The District shall use the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials. Unit members may request additional sanitation in high incidence areas.

21. Unit members will not be required to clean or disinfect common or student areas, and will alert administration to changes in regular sanitation needs. Sanitation supplies which do not require PPE's or specialized training for application will be provided at teacher request if available.
22. Unit members will adhere to orders and/or protocols regarding wearing appropriate PPE in schools or workspaces. If a unit member cannot wear a face covering due to a medical exemption as indicated by a medical professional, they will contact their site administrator, and the site administrator will work with unit members to determine appropriate options.
23. Unit members will facilitate students adhering to protocols regarding face coverings, and will follow the District's progressive discipline protocol for students who do not comply. Site Administration will support unit members in following the protocol.
24. Unit members will be provided a list of appropriate and available PPE (goggles, masks, face shields, etc.) to meet guidelines, and may be reimbursed up to \$25 if they choose to purchase additional appropriate PPE. Unit members may request to be provided with an N95 mask. For those who request an N95 mask, they will need to complete an additional training and be fitted for the mask.
25. The Parties affirm that proper ventilation is necessary to minimize the transmission and infection from COVID-19 especially for individuals in a closed space for extended periods of time by reducing the airborne concentration of the virus and thus the risk of transmission and infection of COVID-19 through the air.
26. The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour as HVAC systems safely permit.
27. HVAC systems shall be equipped with air filters meeting a minimum of MERV13, or comparable UVC filtration wherever possible and changed at the recommended intervals. In the case of an HVAC failure, the affected member will be notified as soon as possible and the District will contact WPTA to discuss needed accommodations.
28. The District will provide a COVID-19 testing and response program throughout the duration of the pandemic and will work with unit members to access required testing.
29. Parents, students, and unit members will receive guidance on COVID-19 district safety protocols and changes in protocols throughout the duration of the pandemic. This includes protocols for face covering, self monitoring, sanitation, reporting, and response procedures.
30. District emergency response drills will adhere to guidance.

31. Non-District persons (i.e. visitors, volunteers) must adhere to guidance when on district property and/or when participating in school activities (e.g. chaperoning a field trip).
 - a. Site administration must approve all non-district persons invited by unit members to their classrooms, on campus, or on field trips.
 - b. Unit members will facilitate volunteers and classroom visitors adhering to protocols regarding face coverings and social distancing.
32. Extracurricular activities and corresponding unit member duties will adhere to guidance. Bargaining unit members shall not be required to make up extracurricular duties missed because of COVID-19 curtailment. Stipends connected to activities will remain intact if the connected activities and duties are still performed.

Evaluations

33. Timelines and documentation related to certificated evaluations found in Article XII will remain intact. Consideration shall be given to the fact that unit members will choose instructional strategies based on limitations of teaching due to adhering to guidelines. The intent of evaluation is to improve instruction; with that in mind, administration will provide the time and support necessary for appropriate growth.

Saving Provisions

34. The Parties understand that the COVID-19 pandemic situation is very fluid and mutually agree to review the provisions of the MOU as necessary, and a review may be initiated by either party by submitting in writing to the Superintendent's designee, or WPTA President. The items in this MOU supersede any language in the current agreement between WPTA and WPUSD that may be contrary to current language in the collective bargaining agreement.
35. Any violations, misapplication, or misinterpretation of this MOU will follow the Grievance Procedures included in Article VI.

This MOU establishes no past practice or precedent and shall be in effect upon ratification.

This MOU will expire in full on June 30, 2022 unless extended by mutual written agreement.

In the event any term of this MOU shall, to any extent, be found to be invalid or unenforceable, the remainder of this MOU shall remain valid and enforceable.

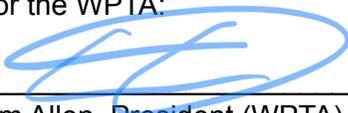
This MOU shall be governed by and controlled in accordance with the laws of the State of California.

The MOU is contingent and shall become effective upon approval by the Western Placer Teachers Association and the Western Placer Unified School District as evidenced by the signature of WPTA and WPUSD designees below.

Dated: 8/17/21

Dated: 8/12/2021

For the WPTA:



Tim Allen, President (WPTA)

For the WPTA:



Tara Jeane, Chief Negotiator (WPTA)

Dated: _____

8/12/2021

For the District:



Cliff De Graw, Assistant Superintendent of
Personnel Services (WPUUSD)