

Memorandum of Understanding Between Windsor Unified School District And Windsor District Educators Association

December 8, 2020

In light of the global COVID-19 pandemic, the parties agree as follows regarding reopening while in the [Red and Orange Tiers](#) during the 2020-21 school year:

1) Terms and Conditions

- a) The terms and conditions in this MOU are intended to address working conditions for unit members providing any in-person instruction or services while Sonoma County is in the [Red and Orange Tiers](#).
- b) For those unit members who continue to be assigned to exclusive distance learning positions during 2020-21, the terms and conditions in the parties' August 24, 2020 distance learning MOU shall continue in full force and effect.
- c) For unit members providing both in-person instruction and distance learning instruction, the terms and conditions of both MOUs shall apply. To demonstrate, the distance learning MOU shall apply to the terms/conditions of a unit member's distance learning assignment, and the hybrid/in-person MOU shall apply to the terms/conditions of a unit member's in-person assignment.
- d) The parties will meet to negotiate any impacts to working conditions of unit members providing both distance learning and in-person instruction simultaneously.

2) Metrics Determining a Return to Hybrid/In-Person Instruction

- a) The District will utilize the tiers as designated under the [State's Blueprint for a Safer Economy](#) (Purple, Red, Orange, and/or Yellow).
 - i) Specifically, the district will utilize the following metrics to determine the timing for when to return to in person instruction:
 - (1) Adjusted Case Rate;
 - (2) Positivity Rate- Entire County; and
 - (3) Positivity Rate- Health Equity Quartile.

County risk level	Adjusted case rate* <small>7-day average of daily COVID-19 cases per 100K with 7-day lag, adjusted for number of tests performed</small>	Positivity rate** <small>7-day average of all COVID-19 tests performed that are positive</small>	
		Entire county	Healthy equity quartile
WIDESPREAD <small>Many non-essential indoor business operations are closed</small>	More than 7.0 <small>Daily new cases (per 100k)</small>	More than 8.0% <small>Positive tests</small>	
SUBSTANTIAL <small>Some non-essential indoor business operations are closed</small>	4.0 – 7.0 <small>Daily new cases (per 100k)</small>	5.0 – 8.0% <small>Positive tests</small>	5.3 – 8.0% <small>Positive tests</small>
MODERATE <small>Some indoor business operations are open with modifications</small>	1.0 – 3.9 <small>Daily new cases (per 100k)</small>	2.0 – 4.9% <small>Positive tests</small>	2.2 – 5.2% <small>Positive tests</small>

3) Return to In-Person Instruction: Phases

- a) For each phase described below, as soon as the County metrics identified below meet or surpass the metrics described in the table, that phase will return for in-person instruction:
- i) 1: NCC, ED, SDC: SEL and core instruction per IEP goals.
 - ii) 2: English Learner’s (1’s and 2’s): Designated ELD, SEL, and other core instruction as necessary.
 - iii) 3: Foster youth, and youth experiencing homelessness/Other high needs students: SEL and core instruction as necessary.
 - iv) 4: Grades TK/K: SEL and core instruction as necessary
 - v) 5: Grades 1-2: SEL and core instruction as necessary
 - vi) 6: Grades 3-6: SEL and core instruction as necessary
 - vii) 7: Grades 7-12: SEL and core instruction as necessary

Tier	Red					Orange	
	1	2	3	4	5	6	7
Phase	NCC, ED, SDC	English Learners (1’s and 2’s)	Foster youth, and youth experiencing homelessness/Other high needs students	Grades TK/K	Grades 1-2	Grades 3-6	Grades 7-12
Adjusted Case Rate	6.5	6	5.5	5	4.5	4	3.5
Positivity Rate-County	7.5	7	6.5	6	5.5	5	4.5
Health Equity Quartile	7.8	7.3	6.8	6.3	5.8	5.3	4.8

- b) Specialized and targeted support services are determined by the District and include but are not limited to: occupational therapy services, speech and language services, and other medical services, behavioral services, educational support services as part of a targeted intervention strategy or assessments, such as those related to English learner status, individualized educational programs and other required assessments.
- c) “Other high needs students” is defined as:
- i) Students who are not EL 1s and 2s, SDC, ED, NCC, foster youth, or homeless students; and
 - ii) Who are determined by the teacher and/or the relevant administrator in consultation with the classroom teacher, to be high needs, including but not limited to:
 - (1) Students who have not engaged for a majority of Distance Learning; and/or
 - (2) Students who are failing most or all subjects, especially if they include English Language Arts/English Language Development, math, science, or social studies; and/or
 - (3) Students otherwise determined by the teacher and/or relevant administrator in consultation with the teacher, to be "high needs."
- d) Only those students able to follow the relevant health and safety protocols as outlined by the [CDPH](#) will be permitted to receive instruction/services in-person.

- i) Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering are exempt from wearing a face covering. This includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance.
- e) There will be at least a one-week transition period for students, parents, and teachers after the District's notification that the required metrics are met for every phase in this section.

4) Pull-Back Metrics

- a) If any of the following metrics occur for at least one week (7 consecutive days), all students in phases 1-7 students will revert to distance learning for at least two (2) weeks, until the metrics in each phase are met again:
 - i) Adjusted Case Rate: 7%
 - ii) Positivity Rate-County: 8%
 - iii) Health Equity Quartile: 8%

5) Testing

- a) The District will cover the expense for all unit members providing in-person instruction to be tested every two (2) weeks, as desired by the unit member.
- b) If a unit member has been or believes they have been exposed to COVID-19, the District will cover the expense for the unit member to be tested more frequently than every two (2) weeks.
- c) Unit members providing in-person instruction are required to be tested at least every two (2) months.

6) Working Conditions During Hybrid/In-person Instruction

- a) Safety Training
 - i) Before students return to in-person learning, unit members will be provided adequate safety training.
 - ii) The topics for safety training will include, but not be limited to:
 - (1) Reinforcing the importance of health and safety practices and protocols;
 - (2) Cleaning and disinfecting protocols, cleaning supplies and equipment;
 - (3) Physical distancing requirements, personal protective equipment, and stable classroom cohort protocols;
 - (4) Health screening protocols and procedures;
 - (5) Protocols on responding to individuals who manifest symptoms associated with COVID-19 while at school;
 - (6) Protocols on responding to individuals with a family member or someone in close contact with a student or staff member who tests positive for COVID-19;
 - (7) Protocols on responding to a student or staff member testing positive for COVID-19; and
 - (8) Any other orders or guidelines in operation at a District site for which a bargaining unit member is expected to understand and comply with.
- b) Face Coverings
 - i) All unit members are expected to wear face coverings on campus [in accordance with the California Department of Public Health \(CDPH\) guidelines as applied to schools](#). Unit members may work without a face mask while they are alone in their classroom with the door closed.
 - ii) The District will provide face coverings for all unit members. Unit members may opt to provide their own face coverings as long as they are compliant with relevant public health guidance applicable to schools and appropriate for the school setting.
 - iii) All students (TK-12) present for in-person instruction will be required to wear a facial covering while indoors and outdoors in accordance with CDPH guidance applicable to schools.

7) During Red Tier – Cohorts

- a) The District will administer cohorts in accordance with relevant public health guidance applicable to schools, including the [September 4, 2020 CDPH Cohorting Guidance](#) (to the extent applicable to the specific situation).
- b) All in-person classes during the Red Tier will be conducted in accordance with the following terms and conditions:
 - i) Unit members will be assigned stable cohorts. A stable cohort is a stable group of students with the same supervising adult(s) that physically stay together throughout the day. The cohort must operate so that students and supervising adult(s) within the group only have close contact with members of their cohort throughout the day.
 - ii) There will be six (6) feet of physical distancing between student workspaces and between student and teacher workspaces.
 - iii) The District will take precautions to avoid cohort mixing, to the extent possible, including but not limited to:
 - (1) Avoiding moving students from one cohort to another, unless needed for a student's overall safety and wellness.
 - (2) Separating cohorts for special activities such as art, music, and exercise.
 - (3) Staggering playground time and other activities so that no two cohorts are in the same place at the same time.
 - (4) Pursuant to the [CDPH Cohorting Guidance](#), the District will prevent interaction between cohorts either by having each cohort in a separate indoor space or within the same indoor space with physical barriers or minimum physical distancing requirements met.
- c) [Specialized Services](#)
 - i) One-to-one specialized services can be provided to a student by a support service provider that is not part of the student's cohort. "Specialized service" includes but not limited to: occupational therapy services, speech and language services, and other medical, behavioral, or educational support services as part of a targeted intervention strategy.
 - ii) The number of students from different cohorts with which specialized services providers may meet on a daily basis will be consistent with the most current [CDPH Cohorting Guidance](#).
 - iii) Specialized service providers may only meet with students from a single cohort at a time.
 - iv) Specialized service providers may schedule up to 15 minutes between student meetings for cleaning/disinfecting.
- d) If unit members are required to perform student symptom screenings, a table with a plexiglass barrier, mask signage, hand sanitizer and disposable gloves will be provided.
- e) If a cohort is required to quarantine, the classroom teacher will also be quarantined and will teach from home for the requisite quarantine period.
- f) If a unit member believes that minimum physical distancing cannot be maintained to provide necessary academic instruction or assessments, the unit member shall notify the site administrator immediately to discuss health and safety measures, including but not limited to, additional PPE.
- g) In the event a cohort is without a teacher or substitute, the site administrator may seek volunteers from the bargaining unit not primarily assigned to teach a stable cohort to provide in-person instruction. In no event shall two (2) cohorts be combined to provide instruction, nor shall a cohort be divided and moved into other cohorts.

8) During Orange Tier - Hybrid Schedule with Physical Distancing

- a) The District will administer classes in the Orange Tier in accordance with relevant public health guidance applicable to schools.
 - i) Specifically, there will be six (6) feet of physical distancing between staff workspaces and between staff and student workspaces. There will be six (6) feet of physical distancing between student workspaces when practicable, but in any event there will not be less than four (4) feet between student workspaces.
 - ii) If a unit member believes that minimum physical distancing cannot be maintained to provide necessary academic instruction or assessments, the unit member shall notify the site administrator immediately to discuss health and safety measures, including but not limited to, additional PPE.

9) Substitutes

- a) Unit members are expected to log their absences in Frontline by 6:30 am. Unit members who do not meet the 6:30 am cut-off time must notify Human Resources and the school secretary of their absence prior to 8:00 am.

10) Transfer & Reassignment

- a) Consistent with the District's educational goals and legal responsibilities, the site administrator will attempt to prioritize requests for remote learning assignments from individuals without qualifying disabilities in the following order:
 - i) a unit member is at a "[higher risk](#)" for COVID-related illness based on CDPH guidelines;
 - ii) a unit member's bona fide childcare needs, as defined by the [FFCRA](#); and/or
 - iii) someone in the unit member's immediate household is at "[higher risk](#)" for COVID-related illness based on CDPH guidelines.
- b) An individual who is denied a request for remote learning pursuant to Paragraph 10(a) shall be able to appeal the decision to the District's Director of Human Resources.
- c) For requests based on the unit member or a member of the unit member's household member being at "higher risk," a note from the healthcare provider must accompany the request.
- d) For requests based on bona fide childcare needs, a note must accompany the request explaining that their usual childcare provider or their child's school is closed or unavailable.
- e) For all other assignments, the Transfer & Reassignment Article VIII in the CBA shall apply.
- f) The District will attempt to prioritize available remote work assignments as a reasonable accommodation for unit members who are qualified individuals with disabilities under applicable law.

11) Evaluations (Article XV)

- a) The language in the CBA will apply.

12) Meetings

- a) In-person meetings shall be minimized to the extent possible (including but not limited to, 504s, IEPs, SSTs, parent meetings, and parent-teacher conferences). A remote option will be offered to parents. Unit members may participate remotely when legally permissible.
- b) Unit members are required to hold parent-teacher conferences, both formal and informal, as needed or as required by the CBA.
- c) The District reserves the right to require in-person meetings if needed, as long as all applicable public health guidance can be implemented.
- d) All other provisions of the collective bargaining agreement regarding meetings apply.

13) FFCRA Leave (expires on December 31, 2020)

Eligible unit members may use leave under the [Federal Families First Coronavirus Response Act \(FFCRA\)](#) in accordance with the relevant provisions of the law:

- a) Two weeks of paid sick leave at the employee's regular rate of pay where the employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a healthcare provider), and/or experiencing COVID19 symptoms and seeking a medical diagnosis; or
- b) Two weeks of paid sick leave at two-thirds the employee's regular rate of pay because the employee is unable to work because of a bona fide need to care for an individual subject to quarantine (pursuant to Federal, State, or local government order or advice of a healthcare provider), or to care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19, and/or the employee is experiencing a substantially similar condition as specified by the Secretary of Health and Human Services; and
- c) Up to an additional 10 weeks of paid expanded family and medical leave at two-thirds the employee's regular rate of pay where an employee, who has been employed for at least 30 calendar days, is unable to work due to a bona fide need for leave to care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19.
- d) "Closed" or "unavailable" for these purposes means the physical location where the unit member's child receives instruction or care is closed, including where some or all instruction is being provided online or through "distance learning."
- e) The parties recognize that the District may request verification of a child's school or childcare closure, curtailment or remote-learning schedule.
- f) Pursuant to the FFCRA, a unit member may utilize personal necessity leave, annual sick leave, or accumulated sick leave in accordance with the relevant provisions of the CBA, to provide the employee with 100% of the employee's regular rate of pay during FFCRA leave. This shall not set a precedent for future allowance of the use of sick leave for family care or childcare purposes.
- g) Unit members who are eligible to take Paid Sick Leave under the FFCRA will have that leave exhausted prior to utilizing any current or accrued illness/injury leave.

14) Safety

- a) To ensure employee safety, the District shall require use of face coverings for all students, staff, and visitors who enter District facilities, in compliance with relevant public health guidelines applicable to schools, and relevant disability law. These safety measures shall be enforced by District administrators and managers.

- b) Reporting Concerns
 - i) Unit members must initially report health/safety concerns to their site administrator to allow for resolution at the lowest possible level.
- c) Cleaning/Disinfection
 - i) Teachers will be provided adequate supplies and sufficient time to clean and disinfect classrooms in between cohorts.
 - ii) The District will ensure that additional cleaning/disinfection measures, such as a focus on high-touch places, are taken during the COVID-19 pandemic.
 - iii) The District will ensure that all classrooms/indoor workspaces are cleaned/disinfected after every day of use, in accordance with the relevant public health guidelines applicable to schools.
 - iv) Student and staff bathrooms will be cleaned multiple times per day during the duty day, if applicable.
 - v) The District will maintain a record of when indoor workspaces and bathrooms are cleaned.
- d) Handwashing
 - i) All individuals will be required to wash their hands, or utilize the available hand sanitizer, when they enter or leave an indoor workspace, including classrooms, offices, and the cafeteria.
 - ii) All sinks will be equipped with running water, hand soap, and single-use paper towels, and/or hand sanitizer.
 - iii) Every classroom and indoor workspace will be equipped with hand sanitizer with at least 60% alcohol.
 - iv) Hand sanitizer will be provided at each ingress point on campus.
 - v) The supplies noted above will be replaced as soon as practicable, and will be checked and restocked as part of normal custodial rounds.
 - vi) The District is committed to ordering portable handwashing stations for placement at key ingress and egress points on campus and will install them as soon as available.
- e) Personal Protective Equipment
 - i) The District will provide face coverings for all unit members. Unit members may opt to provide their own face coverings as long as they are compliant with relevant public health guidance applicable to schools and appropriate for the school setting.
 - ii) Unit members providing in-person instruction will be provided sufficient PPE in accordance with relevant public health guidance applicable to schools which may include, but not be limited to: face coverings, face shields, disposable gloves, and physical barriers (such as plexiglass).
- f) Ventilation
 - i) Staff members shall be encouraged to keep functioning windows in all work spaces open depending on weather, temperature, or air quality conditions.
 - ii) Non-functioning windows will be repaired before students attend, if possible. If a window becomes inoperable during the school year the District will attempt to repair it within 30 (thirty) days of being reported to the district via the FMX work order system.
 - iii) The District has installed a filter with a rating [of at least MERV 13](#) in every HVAC unit.
 - iv) The District will provide an air purifier in every classroom.
- g) Notification
 - i) The District shall follow the applicable protocols established by the county public health officer regarding reporting cases of COVID-19 and will notify the Association President of any confirmed cases of students and/or staff reported to the public health officer.

h) Symptom Screening

- i) Unit members. Unit members are required to perform a self-screening prior to the reporting to the worksite each day. Unit members are expected to stay home if they are exhibiting symptoms of COVID-19 or suspect they have been exposed to COVID-19.
- ii) Parents. Parents will be advised of the requirement to screen their child(ren) for symptoms based on the CDC-recognized COVID-19 symptoms. Parents will be advised that they must keep their child(ren) home if they are exhibiting symptoms of COVID-19 or suspect they have been exposed to COVID-19.
- iii) Others. Other individuals who will be inside any District facility will be required to perform a self-screening and self-certify that they are COVID-19-symptom free.

i) Temperature taking

- i) Teachers will have the option to use no-touch thermometers to take students' temperatures.
- ii) No-touch thermometers will be provided upon request.

15) All terms and conditions of the parties' CBA not addressed by or in conflict with the terms of this MOU shall remain in full force and effect.

16) The terms and conditions of this MOU shall apply in conjunction with the parties' August 24, 2020 Distance Learning MOU, as applicable.

17) This agreement is non-precedent setting.

For WDEA:

For the District: