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ADDENDUM NO. 2
TO THE AUGUST 5, 2020
MEMORANDUM OF UNDERSTANDING
BETWEEN
WASHINGTON UNIFIED SCHOOL DISTRICT
AND
WEST SACRAMENTO TEACHERS ASSOCIATION

REGARDING THE IMPACTS AND EFFECTS OF RETURNING TO CAMPUS FOR PRESCHOOL - 12TH HYBRID INSTRUCTION FOR THE 2020-2021 SCHOOL YEAR

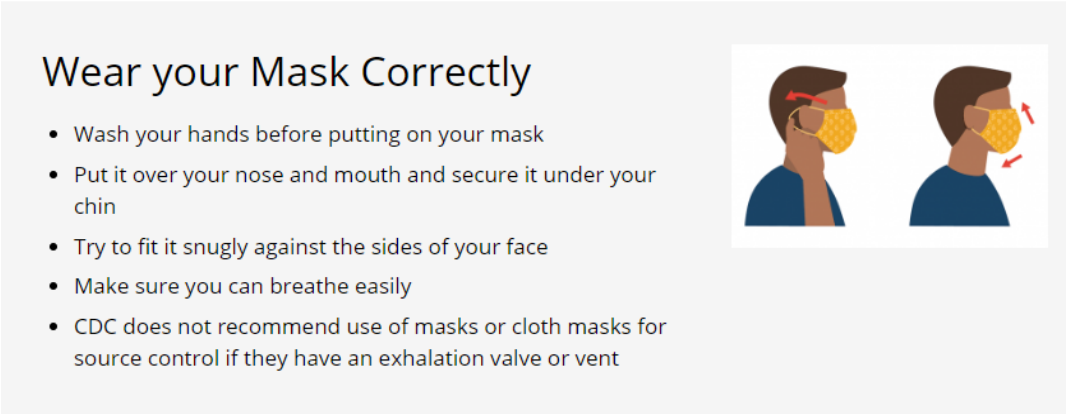
The Parties acknowledge that this addendum addresses returning to campus for Preschool through 12th grade in-person hybrid instruction. The District will consider the data specific to the City of West Sacramento when determining whether or not to revert to virtual learning and/or small cohorts when designated in the Purple Tier 1 status. The District will provide in-person instruction to Preschool through 12th grade students whose families opt to participate.

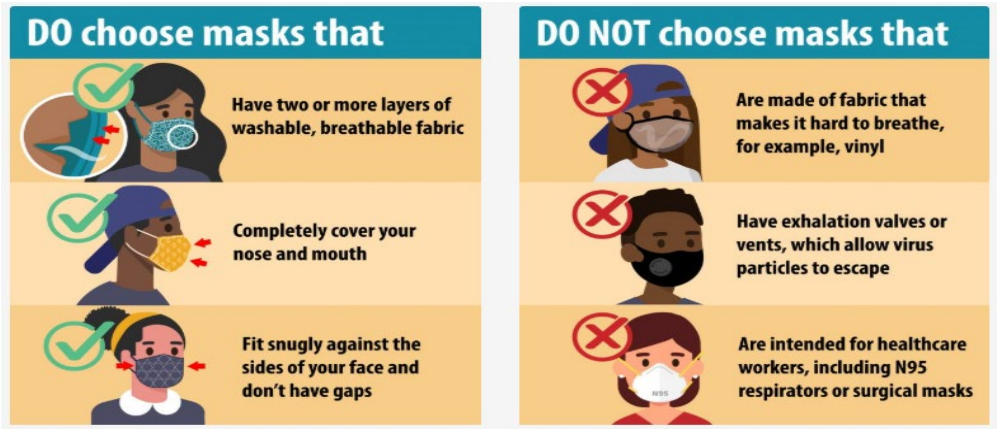
The following teachers are to return to campus as follows:

- Preschool - 5th grade (Transition period March 10-March 17, 2021: Commence hybrid instructional schedule March 18, 2021.)
- 6th- 8th (Transition period March 15-March 22, 2021: Commence hybrid instructional schedule March 23, 2021.)
- 9th- 12th grade (Transition period March 17-March 24, 2021: Commence hybrid instructional schedule March 25, 2021.)

1. <u>DEFINITIONS</u>

1.4. "Face Coverings" – CDC approved cloth face coverings, face shields with neck guards, or masks as recommended by federal, state, and local public health guidance.





2.5.6. Face Coverings in the Virtual and Hybrid Models

2.5.6.1. Staff and students will be required to wear one face mask and recommended to wear two face masks layered and worn over their nose and mouth as recommended by CDC guidelines.

2.5.6.2. For bargaining unit members and students who cannot wear a mask according to section 2.5.1 from the August 5th, 2020 MOU, face shields with neck drapes tucked into the shirt shall be used. If a student is not able to wear a mask or face shield with a neck drape, then they will be placed in the virtual model unless exempted. In such cases, the District will provide bargaining unit members with an N95 mask in accordance with 2.5.3 in the August 5th, 2020 MOU. In order to comply with the current CDPH guidance, the District must exclude students from campus if they are not exempt from wearing a face covering under CDPH guidelines and refuse to wear one provided by the school. If this guideline is modified per CDPH the District will adhere to the new guidelines.

2.5.6.2.1. CDC approved disinfecting solutions and cleaning equipment shall be available in all classrooms to properly clean and disinfect a bargaining unit member's own reusable face shields. All affected bargaining unit members will be trained in disinfecting protocols.

2.5.6.3 Face covering requirements from section 2.5.1 from the "Return to School" MOU, dated August 5, 2020, shall also apply to students in grades preschool through 2nd grade.

2.5.6.4 All bargaining unit members shall be provided with a clean and sanitized N95 mask to use in the event of a medical emergency. If used, this mask will be properly disposed of and a replacement will be provided.

2.5.6.5 All bargaining unit members will be provided with a supply of appropriately sized spare masks to distribute to students.

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2.8. Exposure-Time Limitations for In-Person Instruction for Hybrid Models

2.8.1. The Parties recognize that prolonged interaction between individuals increases the possibility of viral spread. Time spent in proximity of less than six (6) feet between adults, and between adults and students shall be minimized to the extent possible with a target of limiting exposure times to 10 minutes or less daily.

2.8.2. The District shall calculate the maximum COVID-19 physical distancing capacity of all workspaces so that physical distancing requirements are maintained in all directions. The capacity with regards to physically distancing for each workspace shall be posted at the workspace prior to the start of in-person learning.

2.8.2.1. The District will distance student chairs or equivalent furniture at least six (6) feet away from one another except where six (6) feet is not possible after a good faith effort has been made. When six (6) feet of distancing is not possible, impacted bargaining unit members will be included in a good-faith effort to explore ways to maintain six (6) feet of distancing. Once the good faith effort has been made, student workstations may be placed closer than six feet. The student chairs or equivalent furniture shall, under no circumstance, be less than four (4) feet apart. If chairs are placed closer than six (6) feet apart, other techniques to reduce risk will be considered, such as use of partitions/clear divide partitions/clear dividers, arranging desks in a way that minimizes face-to-face contact, or other such strategies.

2.8.3. The District shall provide furniture that adequately supports the proposed number of students in the classroom that meets the physical distancing requirements.

3.6. Safety Protocols in the Hybrid Model

3.6.1. The District shall actively coordinate with the local health department and/or medical providers to arrange for vaccinations of bargaining unit members. The District shall notify unit members via District email or other reliable means of the availability or coming availability of the vaccine.

3.6.2. The capacity with respect to physical distancing for each classroom space shall be posted prior to the start of in-person learning. In addition, the District will clearly mark the location on the floor where each student desk is to be placed to ensure desks remain physically distanced. These orientations will be measured, marked and placed by someone other than bargaining unit members prior to student return-to-campus arrival.

3.6.3. If there are areas on a campus that should be off limits to students, the District is responsible for placing signage and/or barriers in those areas.

3.6.4. The District will provide HEPA air purifiers with a large enough capacity and flow rate for the square footage of the room for each bargaining unit member's workspace prior to

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the first day of instruction. Air purifier filters shall be appropriately fitted and changed at the manufacturer's recommended intervals.

3.6.5. Students receiving in-person instruction shall be screened daily. The District will notify all families of these screening requirements and of their obligation to keep students home if they have a fever or exhibit any COVID-19 symptoms, or have had contact with persons diagnosed with COVID-19.

3.6.5.1. If a student has missed a day of instruction due to illness, District staff will contact families to investigate if the students are well enough for return to in person instruction before they report back to campus.

3.6.6. Bargaining unit members may request a hard plastic plexiglass barrier for their workspace. Orders will be placed upon request.

3.6.7. Bargaining unit members reporting to a worksite shall have access to free asymptomatic testing, made available during the duty day. Bargaining unit members will be released to participate in this testing.

3.6.7.1. The District will follow the then applicable California Department of Public Health testing cadence if we return to the purple tier.

4.2.13.5. Communication In The Event of Technical Failure

4.2.13.5.1 The District will make every attempt to send out clear communication in the event of technology failure that impacts staff and student access to district programs/classes.

4.2.13.6. All bargaining members shall be provided with wireless headphones and microphones, and detachable web cameras if requested.

5.2. Substitute Coverage in the Hybrid Model

5.2.1 The District will follow Article 14.5 and Article 17.11 of the CBA. If combining classes is necessary, and bargaining unit members agree to accept additional students, these extra students shall not be placed in a classroom in larger numbers than the socially distanced workstations available.

6.7. Leaves in the Hybrid Models

6.7.1. Personal necessity leave shall be granted to bargaining unit members, who have exhausted all Federal and State leave, in order to care for a dependent child placed on quarantine due to COVID-19. If all sick leave is exhausted, members will be eligible for differential pay.

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6.7.2 Bargaining unit members who receive a vaccine after this tentative agreement may take up two (2) release days for vaccination appointments and/or if they become ill after receiving the vaccine.

6.7.3 Return-To-Worksite Criteria

6.7.3.1. If a bargaining unit member exhibits one (1) or more COVID-19 symptoms, they will contact their supervisor and immediately go home, contact HR and request a COVID-19 test.

6.7.3.1.1. While waiting for the test and the results, the bargaining unit member will be allowed to work remotely if they are physically able and there will be no deduction from the member's sick, personal, or extended illness leave. The District will provide student supervision if the bargaining unit member is assigned an in-person assignment. If the bargaining unit member receives a negative result, they are cleared to return to their worksite if permitted by the Safety COVID-19 Plan and Human Resources.

6.7.3.1.2 If the bargaining unit member receives a positive result, they must self-isolate for 10-days from the onset of symptoms. Bargaining unit members will notify HR of the positive test result immediately via the district's contact email: covid19@wusd.k12.ca.us and request the appropriate workers' compensation paperwork, if applicable. Bargaining unit members who are physically able to work will do so remotely.

6.7.3.2 If an order to quarantine is issued by a local or state health official, the bargaining unit member will not return to work until the period of quarantine is completed or the order is lifted. If no period was specified, then the period will be 10 days from the time the order to quarantine was issued. The bargaining unit member will work remotely during the quarantine.

18. THE HYBRID MODEL

18.1 Instructional Model Transition

18.1.1. All bargaining unit members will receive at least eight (8) workdays notification before a change in instructional model, including the six (6) days of transition.

18.1.2. All bargaining unit members will use a modified instructional schedule during the transitional period. The modified instructional schedule will have a synchronous virtual instruction morning block between 8:30 am – 11:00 am and

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lunch daily. The remainder of the workday will be utilized for training and planning time.

18.1.3. During the transitional period, the returning bargaining unit members will have a one (1) hour site orientation meeting regarding protocols and procedures for the hybrid model during the Wednesday Professional Learning meeting and one (1) hour for COVID-19 Safety Protocol Video trainings. A written digital copy of the protocols and procedures listed in 18.1.3.1. will be drafted and shared with all staff on campus prior to the site safety meeting. If additional time is needed, it will be addressed during the following staff meeting(s). Questions arising from this meeting shall be submitted to site administration via email. Site administration will respond within two (2) working days. The remainder of the afternoons will be for preparation time and other optional trainings and offerings. During the afternoon instructional time, students will be working asynchronously.

18.1.3.1. These protocols and procedures will include, but are not limited to:

- Student pickup/drop off
- Toileting/Bathroom supervision
- Sick or injured students
- Sick staff
- How to request additional custodial services
- Emergency protocols (for example fire drills and lockdowns)
- Classroom cleaning protocols
- Recess/equipment usage and schedules
- Outdoor space usage protocols
- Material storage for students
- Student seating procedures
- Rainy day schedules
- Return to in-person learning COVID-19 behavior expectations
- Simulcasting

18.1.4. Bargaining unit members that are new to the District this school year will receive an in-person campus orientation during the transition week.

18.1.5. Bargaining unit members will have the option to work remotely or from another on-site workspace when not providing in-person instructional minutes.

18.1.6. Bargaining unit members who are being displaced in order to comply with the COVID safety requirements for their return to an in-person hybrid model shall receive two (2) additional workdays or equivalent compensation at the retired teacher substitute rate to pack and prepare the new room.

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18.1.6.1. If a bargaining unit member is being relocated to a new workspace; school equipment, and personnel will be used to assist in relocating school and teaching supplies as appropriate.

18.1.6.2. Bargaining unit members who are not currently returning to an in-person or hybrid model whose classrooms will be used by a bargaining unit member due to compliance with COVID requirements, will receive no fewer than one (1) workday or equivalent compensation at the retired teacher substitute rate to pack and prepare the room for the new occupant.

18.2. Class Sizes

18.2.1. Class sizes shall adhere to Article 16 in the CBA, with class sizes encompassing the total students in any in-person and virtual groups for each bargaining unit member. Class size for in person classes should not exceed the spaces available in socially distanced workspaces.

18.2.1.1. If after the tenth school day of in-person instruction a bargaining unit member's class enrollment exceeds the amount stated in 16.3 of the CBA or caseloads in 16.4 of the CBA, the unit member shall receive the stipend stated in 16.3.5.1 of the CBA for that quarter.

18.2.2. If a student in Preschool – 12th grade is enrolled in in-person learning and is absent from school due to illness, they will attend class virtually. If they are unable to attend, the student will complete assigned work asynchronously.

18.2.3. Each student's belongings shall be separated and stored in individually labeled storage containers, cubbies, or areas.

18.2.4. The District, working with bargaining unit members, shall provide each student with sufficient supplies in order to provide equitable access to education as well as to minimize the sharing of high-touch materials. If equipment must be shared between students, the equipment shall be cleaned and disinfected according to protocol between uses.

18.2.5. School staff shall limit the number of in-person visits to minimize the spread of COVID-19.

18.3. Non Instructional Duties for Bargaining Unit Members

18.3.1. Bargaining unit members shall have a minimum of two (2) hours of prep time on Wednesday afternoons. During this time, meetings will not be scheduled unless mutually agreed upon by the teacher and their administrator.

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19. HYBRID INSTRUCTION

19.1 From the August 5th MOU, bargaining unit members are expected to work and be available during their work hours, 8:00 am - 2:30 pm on workdays.

19.2 According to Education Code 43501 as amended by SB98 the minimum daily instructional minutes for grades TK-K (180 daily minutes), 1-3 (230 daily minutes), 4-12 (240 daily minutes), and Continuation High School (180 daily minutes) are in effect for the 2020-2021 school year. Daily instructional minutes in a Hybrid Model, any in-person learning student schedules and any virtual learning student schedules shall meet or exceed the minimum instructional minutes. Any additional instructional minutes may be used for student intervention and support. The bargaining unit member workday shall be as described in this MOU.

19.2.1 In consideration for additional preparation time, the District shall pay each bargaining unit member a one-time stipend of One Thousand Dollars ($1,000.00).

19.3. Virtual learning, academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, or live interaction shall all be combined to meet the daily minimum minutes per grade level. Daily lesson plans, assessments, and instructional methodologies shall be used to support student learning.

19.4. Non-instructional Minutes

19.4.1. For the remainder of the 2020-2021 academic calendar bargaining unit members will be required to attend one (1) hour of grade level/department PLT meeting the first Wednesday of every month. The remaining Wednesday PLT meetings will be used for teacher preparation.

19.4.2. Virtual staff meetings shall be held after school on Wednesdays as per Article 14.2 of the current CBA.

19.4.3 Bargaining unit members teaching grades TK-5 will have 15 minutes additional prep between morning and afternoon sessions.

19.4.4. With the exception of Washington Middle College High School, all bargaining unit members shall have 30 minutes of daily prep time 8:00 am - 8:30 am and per 18.3.1, two (2) hours weekly on Wednesday afternoons 12:30 pm - 2:30 pm.

This Addendum No. 2 to the August 5, 2020 MOU establishes no past practice or precedent and shall be in effect upon its ratification by both Parties. All components of the current CBA and the August 5, 2020

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MOU between the Association and District not addressed by Addendum No. 2 shall remain in full effect. This Addendum No. 2 will expire on July 31, 2021, unless extended by mutual written agreement.

WASHINGTON UNIFIED SCHOOL DISTRICT

DocuSigned by:
Norma Gonzales
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Norma Gonzales
Interim Associate Superintendent of Administrative Services

Stanley Mojsich

Mathew Ainsworth

Belinda Rabb-Patterson

Date: March 10, 2021

WEST SACRAMENTO TEACHERS ASSOCIATION

DocuSigned by:
Anne Chism
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Anne Chism
WSTA Bargaining Chair

DocuSigned by:
Alan Frantz
EF53C79DE4094ED...

Alan Frantz

DocuSigned by:
F55BB5654934497...

Gwyneth Branin

DocuSigned by:
Tessa Heavlin-Martinez
E9E56FBF86ED46D...

Tessa Heavlin-Martinez

DocuSigned by:
Jennifer Schumacher
18112B350E5B422...

Jennifer Schumacher

DocuSigned by:
Brittany Hori
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Brittany Hori

Date: March 10, 2021