

**MEMORANDUM OF UNDERSTANDING  
BETWEEN WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
AND  
IFPTE LOCAL 21 - SSA  
2020-2021 School Year  
August 11, 2020**

The West Contra Costa Unified School District (“District”, “WCCUSD”) and IFPTE Local 21 – SSA (IFPTE Local 21 - SSA) enter this Memorandum of Understanding (“MOU”) regarding the 2020-2021 School Year and transition to Online Learning and modification of Classified Staff scheduling for this Fall due to the COVID-19 Pandemic.

The Parties recognize that there is a need to close schools (“emergency school closure”) and move to an online distance learning program to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from the coronavirus during 2020-21 school year.

The Parties recognize that IFPTE Local 21 - SSA represent a wide variety of job classifications within the bargaining unit. Separate MOUs with guidance documents will be negotiated to capture specific departments and employee groups. Parties also recognize that they will collaborate on separate MOUs which will take in to consideration the return to school when it is safe and will detail how staff and students will return to school in person.

1. IFPTE Local 21 - SSA Contractual Agreement between WCCUSD and IFPTE Local 21 - SSA will remain in effect.
2. Bargaining unit members’ compensation and benefits shall not be reduced as a result of the emergency school closure for the full duration so long as they are able to work.
3. Unit members that can complete their essential job functions working from home shall continue doing so with supervisor approval until further notice. Staff shall be expected to communicate using District email during this period.
4. Unit members who cannot complete their essential job duties from home shall be expected to work at District sites and follow strict safety protocols. All staff shall be required to wear a mask when in common areas or in the proximity of others. Site administrators shall ensure that workers who are required to work at district facilities are in “pods” to the greatest extent possible. A “pod” is described as a group of employees who work together with appropriate social distancing in a consistent grouping.
  - a. Common areas such as lounges and staff break rooms shall not be utilized during this period to reduce the possibility of large groupings of individuals in one area
  - b. The District shall utilize the “pod” system to the greatest extent possible with the following groupings:
    - i. Nutrition Services
    - ii. Custodial Services
    - iii. Site Office Staff
    - iv. “Distribution staff”
    - v. Classroom staff

5. The HR 6201/Family First Coronavirus Response Act provides for qualifying leaves in addition to those leaves already provided pursuant to Federal and State statutes and the collective bargaining agreement. These leaves can be used in addition to an employee's regular leave options or in lieu of, depending on whether certain criteria are met as described in the FFCRA Employee Rights document regarding paid sick leave and expanded Family and Medical Leave under FFCRA. It is understood that these documents and instructions have been provided to all employees through District email and are accessible on the District website.
6. Parties agree that current COVID-19 Response Plans will remain in effect. Should adjustments need to be made, parties agree to collaborate with all stakeholders. On or before August 17, 2020 WCCUSD will provide all Response Plans to the Union(s). Response Plans must include a revision date/time stamp, site/department administrator, contact information to include phone number and email address.
7. Site administrators will work collaboratively with IFPTE Local 21 - SSA to ensure that each member is working within their job classification. The District recognizes that the work of the bargaining unit shall not be assigned to district personnel outside of the unit. Should there be a need for a modification of any bargaining unit members' duties outside of their job classification, parties agree to meet and confer.
8. Evaluations will continue for all probationary employees based upon the contractual timelines. Permanent employees scheduled for performance assessment shall have their evaluation pushed to the following year. Supervisors will provide support with permanent unit members who are struggling with the new working conditions.
9. The District shall ensure bargaining unit members have the appropriate technology support and access to their District office/work space. If working from home, adequate technology and support will begin to be provided beginning August 17, 2020.
10. The District shall allow all appropriate equipment to support the District, school site and/or distance learning to be checked out by a Bargaining Unit Member from their site if the unit member deems it is necessary (e.g. technology, monitors, chairs, etc.). The unit member is responsible to move or return items unless a request is made for assistance. No reasonable request shall be denied. The unit member shall not be liable for damage to District equipment incurred through normal work activities.
11. No bargaining unit member shall be required to pay out of pocket for any training, materials, or professional development required by the District during the emergency school closure. All required training will be completed on paid status. To the greatest extent possible, the District shall utilize the Wellness Fridays to provide additional professional development to Classified Personnel. Employees would be released from job duties to attend these trainings, including custodians, maintenance, nutrition services, and other 12-month personnel.
  - a. The parties agree to form a joint committee to identify areas of needed professional development and curate and deliver this training.
  - b. To the greatest extent possible, classified staff assigned to school sites will participate in portions of the race and equity training that is being implemented across the district.

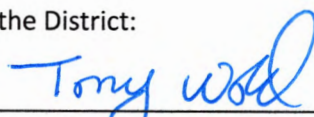
12. All members who may not have a specific job assignment by their calendar start date will not suffer any loss in pay. Bargaining unit members will be assigned by their Site Administrator/designee, or Human Resource personnel.
  - a. Duties that may be assigned to members for whom there is a lack of work due to the school shutdown will include support for distribution and delivery of materials, support for online “social” opportunities for students, data entry, support for school meal distribution, and parent/student outreach activities.
    - i. Classifications that may be included in this group include, but are not limited to, Early Learning Program Sup, LVN, Theater Tech Manager, Student Support Services Sup, Fab Lab Manager, and staff, and others as defined by the site/department administrator.
  - b. Staff assigned to distribution and delivery of materials shall work with the site administrator to define the schedule of distribution.
    - i. Duties shall include collection of materials, organization of packets/materials, contacting of families to arrange delivery or pick-up, touchless delivery to family’s residences by riding the First Student bus to complete the delivery (this function shall be assigned with two employees working together), and setting up physical pick-up and distribution of materials in pods.
  - c. Employees that are able to support student “social” interactions shall be trained by the site administrator/designee to facilitate virtual activities with students.
    - i. Employees who are unable to physically return to work due to personal circumstances may be able to provide service in the “social” components in lieu of utilizing other leaves. These cases shall be reviewed by Human Resources to determine if an accommodation is possible based upon the unit members qualifications and abilities and assignment shall be at the discretion of the District for these cases.
13. Special Education employees who work in the classroom will return to their regularly assigned ‘virtual’ classrooms unless otherwise notified, or if they are assigned to a separate adjunct duty due to lack of work. A separate guidance document will be developed to address some in class time on campus with teachers. Strict guidelines and protocols will be developed. Paraprofessional assigned to an individual student through the IEP will coordinate their work day to the student day, any additional time will be assigned as a classroom instructional assistant.
14. It is understood that there will be employees required to utilize district sites. This includes, but is not limited to, teachers working from their classroom, office staff working in the front office, and materials distribution assigned staff and the assessment staff which are legally required to provide 1:1 in-person assessments and testing of students. Therefore, to facilitate support for the community, the district shall have school site offices open to receive the public and students for assessments with safety protocols in place. The days of opening shall be limited and defined based upon site needs. Sites shall not be open to the public on Fridays to ensure the ability for staff development to the greatest extent. Prior to opening any district site for use by bargaining unit members the District will:
  - a. communicate to bargaining unit members when their worksite has been cleaned and sanitized and is safe and ready for bargaining unit members to return.

- b. ensure signage is placed on every site that requires visitors to wear masks, has a contact number to call for entry and questions from the public and instructions for notification of a possible coronavirus illness.
    - i. Staff shall have the right to refuse entry to district facilities to individuals who are not wearing a mask.
  - c. develop a schedule of who is on campus shall be approved by the site administrator and communicated to staff (including custodial) through the office manager/secretary.
  - d. the schedule shall be in place for each site/department to ensure that six feet of physical distancing can be maintained in common areas and shared office spaces.
  - e. barriers will be provided between desks in shared office spaces to maintain appropriate social distancing
  - f. ensure that principals shall have consistent back and forth communication with site custodians to ensure safety protocols are being followed on the site.
  - g. establish, publish, and carry out sanitation and cleaning protocols by appropriately trained and skilled individuals whose job descriptions include cleaning.
  - h. Provide portable shields for site office staff that will interact with the public on assigned days at the site.
  - i. follow Occupational Safety and Health Administration (OSHA), Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH), California Department of Education (CDE), Contra Costa Health Services (CCHS), and any other authorities' guidance for schools to ensure that every utilized office/work space classroom/bathroom space has been cleaned appropriately following strict criteria. This includes desks, doors, and work surfaces that are utilized by employees and all doors in common areas. In the event of a reported coronavirus outbreak any area that may have been utilized shall be cleaned and sanitized prior to being utilized again.
  - j. ensure that all sinks, work spaces and common areas are functioning with running water, and are kept stocked with paper towels, and soap or hand sanitizer.
  - k. follow OSHA, CDC, CDPH, CCHS, and any other authorities' guidance for schools in providing hand soap or hand sanitizer for every work-site and bathroom, and sanitizing materials around every campus, and access to hand sanitizer in common areas on campus.
  - l. follow OSHA, CDC, CDPH, CCHS, and any other authorities' guidance for schools to ensure that all technology, books, and other items that were lent and returned during the 2019-2020 school year have been thoroughly cleaned and sanitized before being returned to classrooms and libraries, etc.
  - m. Site Administrators will welcome IFPTE Local 21 - SSA Shop Stewards, Representatives, or their designee, to walk through their site together to review that the protocols above are in place.
15. In the event the State of California deems alternative requirements for schools in response to COVID-19, the parties agree to immediately initiate negotiations on the impacts.
16. The Parties understand the coronavirus (COVID-19) pandemic situation is very fluid and mutually agree to review the provisions of the MOU, as necessary if changes come from county, state, or federal offices. Due to the evolving nature of the pandemic, IFPTE Local 21 - SSA reserves the right to negotiate safety and/or any impacts and effects related to environmental changes that might affect the health and safety issues set forth in this MOU as needed.

17. New Staff Orientations: WCCUSD will follow the terms of IFPTE Local 21 - SSA collective bargaining Agreement and shall be done virtually, as possible. Human Resources will work collaboratively with IFPTE Local 21 - SSA on this matter.
18. The following items will be communicated consistently and broadly by the District administration to every site administrator, and all employees:
  - (a) Family First Coronavirus Response Act (FFCRA)
  - (b) COVID-19 Response Plans
  - (c) Food Service distribution and production sites
  - (d) expectations of custodial staff
  - (e) expectations of Campus Security Officers (CSOs)
  - (f) instructions for accessing District provided translation services
  - (g) Emergency Operating Center (EOC) phone number(s)
19. This MOU resolves those known negotiable effects of the emergency school closure due to the coronavirus (COVID-19). The District and/or IFPTE Local 21 - SSA reserve the right to negotiate any additional impacts in the 2020-2021 school year.
20. The MOU shall expire on June 30, 2021 or at the conclusion of this coronavirus crisis but may be extended by mutual written agreement or superseded by a subsequent MOU.

The undersigned represent that they are authorized to execute this MOU on \_\_\_\_\_ August 13, 2020.

For the District:

  
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Tony Wold, Ed.D.,  
Associate Superintendent,  
Business Services

For the IFPTE Local 21 - SSA:

  
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Kimberly Chamberlain, Chapter President

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Justin Decker, Representative