

**MEMORANDUM OF UNDERSTANDING
BETWEEN WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
WEST CONTRA COSTA ADMINISTRATORS ASSOCIATION (WCCAA)
2020-2021 School Year
August 13, 2020**

The West Contra Costa Unified School District (“District”, “WCCUSD”) and the West Contra Costa Administrators Association (WCCAA) enter this Memorandum of Understanding (“MOU”) regarding the 2020-2021 School Year and transition to Distance Learning 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 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. Unit members shall work remotely, whenever possible, and will ensure that proper coverage is assigned for physical school sites and departments. On days where the school site/department is open the unit member/designee will be available to support and supervise those necessary activities.
2. 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 will supervise that the process for staff working on sites is followed and that all safety protocols are communicated and implemented. To support Classified employees Unit members will ensure the following for other MOU agreements:
 - 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
4. 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.

5. 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.
6. Unit members will work collaboratively with IFPTE Local 21 – SSA, United Teachers of Richmond – UTR, and Teamster Local 856 to ensure that each of their unit members are working within their job classification. Should there be a need for a modification of any bargaining unit members' duties outside of their job classification, WCCAA unit members will notify the District and work collaboratively to outline the required duties in writing and ensure adherence to those written plans.
7. Evaluations will continue for all unit members who are in a new position for the current year, or in the second year in the District 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.
8. 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 be provided.
9. 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.
10. 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 and bargaining unit members will work to guide and direct the race and equity and other professional development trainings by ensuring that employees are released from job duties to attend these trainings, including custodians, maintenance, nutrition services, and other 12-month personnel to the greatest extent possible.
 - a. The parties agree to form a joint district committee to identify areas of needed professional development and curate and deliver this training.
 - b. The Site administration will guide and direct the race and equity lead and the technology lead work at the site.
 - c. To the greatest extent possible, unit members will ensure that classified staff assigned to school sites will participate in portions of the race and equity training that is being implemented across the district.
11. Unit members will work with IFPTE Local 21 – SSA, United Teachers of Richmond – UTR, and Teamster Local 856 to ensure that all current employees are utilized to the maximum extent possible to support distance learning including the implementation of the following:
 - a. Duties that may be assigned to SSA and Teamster 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, elementary yard supervisors, typist clerks, cashiers, paraprofessionals, library media clerks, school health aides, babysitters, pre-school aides and staff, 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. Unit members will define the schedule of distribution and delivery of materials.
 - i. Identification of 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. Unit members will coordinate social opportunities for students. They will identify employees that are able to support student “social” interactions and shall support training for those employees 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.
12. Unit members will coordinate social opportunities for students including the identification of employees that are able to support student “social” interactions and shall support training for those employees to facilitate virtual activities with students.
13. 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.

In addition to available support provided by the District, WCCAA members are encouraged to collaborate with one another to provide this coverage as needed. Unit members/designee will supervise the utilization of sites they supervise including, but not limited to the following:

- a. communicate to other 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 and communicated to staff including custodial and office manager/secretary the approved schedule.
 - 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. Maintain 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 and Teamsters Local 856 Shop Stewards, Representatives, or their designee, to walk through their site together to review that the protocols above are in place.
14. The parties agree that there are some additional needs for supervision of special programs and student supports that are not assigned to full positions. For the 2020 – 2021 school year the parties agree to create stipend opportunities for site principals in elementary and secondary to support areas such as (2) Interventions, (2) Race and Equity, and (2) Youth Commission. The parties agree that other areas of need may arise and shall meet and confer to add other stipend opportunities.
- a. Each stipend opportunity shall be posted for application to all Principals and selection shall be completed through a joint process with WCCAA and the appropriate Cabinet member in collaboration with Human Resources to make this selection.
 - b. The stipend application will identify the overarching responsibilities/duties that the unit member will be responsible for under the direction of the Cabinet member. These duties shall be mutually defined by WCCAA and the appropriate Cabinet member.
 - c. The Stipend amount shall be \$5000 which will be paid in \$2,500 increments in November 2020 and May 2021.

- d. Stipends are paid with one-time CARES act and shall be defined by the District based upon need with consultation with WCCAA.
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, WCCAA 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. This MOU resolves those known negotiable effects of the emergency school closure due to the coronavirus (COVID-19). The District and/or WCCAA reserve the right to negotiate any additional impacts in the 2020-2021 school year.
18. 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 14, 2020.

For the District:

For WCCAA:

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

Sue Khan, Executive Director