

## Memorandum of Understanding Between

Mossyrock Education Association

And Mossyrock School District

Whereas COVID-19 continues to create a public health emergency and the Office of the Superintendent of Public Instruction has issued requirements for the 2020-2021 school year that substantially affect the wages, hours, and working conditions of Association members the parties agree to the following:

### **I. Student and Staff Health Precautions**

1. Face coverings: All employees, students, and building visitors shall wear a cloth face covering or protective face shield while at the worksite, except for the following expressed through a doctor's note:

- those with a disability that would prevent them from comfortably wearing or removing a face covering
- those with respiratory conditions that would prevent wearing face covering, or trouble breathing
- those who are deaf or hard of hearing and use facial and mouth movements as part of communication
- those advised by a medical, legal, or behavioral health professional that wearing a face covering may pose a risk to that person

a. The District shall provide disposable face coverings for all employees. Students will be required to provide their own face coverings, but the district will provide for those that need it.

b. Employees/students may choose to provide their own district approved face coverings.

c. Employees working with students who cannot wear a face covering for the reasons described above shall be provided appropriate personal protective equipment (PPE), including but not limited to medical grade masks, face shields, and gloves, as described by the L&I, the DOH.

d. In cases where the student can not wear PPE the staff will be issued additional protective equipment.

2. Health Screenings: Students will report to designated screening areas before entering any other areas of the school. Health screening forms must be provided in the home language of students' families/ guardians.

a. Employees assisting with health screenings shall be provided all appropriate medical grade PPE by the District, as described by the DOH, and L&I.

b. Classroom teachers and specialists assigned to assist with students during morning/arrival health screenings will be given adequate time to prepare for their teaching duties, this may require additional coverage.

c. No employee in a high-risk category as described by the Centers for Disease Control shall be required or expected to assist with health screenings.

3. Physical Distancing: Capacity for students and staff in any facility and/or classroom shall be limited by physical distancing requirements of at least six feet between all students and staff. It is understood that this may limit the number of students in a classroom or facility at any given time, and may require alternative scheduling as described in section II.

a. Prior to the first student contact day, employees shall collaborate with administrators and custodial staff to determine the number of students that may be in a classroom or other facility while observing physical distancing. In the event the employee does not agree with this determination, the employee shall appeal to the determination to the superintendent, who shall make a determination within two (2) business days. During this time, the classroom or facility shall not exceed the lowest proposed capacity.

b. The district shall provide appropriate PPE and training for employees who must perform tasks that cannot be accomplished with physical distancing, such as toileting.

4. Handwashing and Hand Santizer: The district shall provide adequate facilities and supplies for staff and student handwashing and hand sanitizing as required by OSPI's guidelines.

a. No employee shall be required to supervise students of the opposite gender from the employee's identified gender in bathrooms or locker rooms while handwashing.

5. Exclusion of students and staff with COVID-19 symptoms: Students and staff who display COVID-19 symptoms shall immediately leave the classroom setting.

a. Classrooms and other facilities used by a student or staff member who is isolated as described above shall be evacuated as soon as possible, and will be disinfected according to L&I, DOH, and OSPI guidelines.

b. Employees who were exposed to a student or staff member who is isolated and sent home as described above shall be notified as soon as possible, but no later than the end of the school day.

c. The district shall provide a safe place for isolated students to wait for their parents/ guardians, the district shall follow DOH, L&I and OSPI isolation guidance. No MEA employee shall be required or expected to supervise students who are isolated with COVID-19 symptoms.

6. Exposure to COVID-19: Employees who are exposed to any student or other district employee who has a confirmed case of COVID-19, or who are exposed to any student or staff member who was in close contact with someone with a confirmed case of COVID-19 shall be notified by the district as soon as reasonably possible, but no later than start of the next school day, or within twelve (12) hours if the district becomes aware before a weekend or holiday.

a. The district shall assist any employee with their schedule to allow time to get tested, who is exposed to COVID-19 as described above in being tested for the virus

b. The district will reimburse any employee for out-of-pocket costs related to COVID-19 testing when an employee has been exposed to a student or staff member as described above.

7. Meetings: Meetings, including professional development, of groups of more than ten (10) people shall be provided remotely. On non-student contact days, employees may work remotely at the discretion of the building administrator. In-person meetings of fewer than ten (10) people must be held in spaces where social distancing is possible.

8. Sanitation of facilities: The district shall provide custodial support to disinfect all surfaces used by students. Teachers will be provided with the appropriate cleaning supplies and training on how to disinfect their space throughout the day.

9. Training and professional development: All staff shall receive professional development and training on COVID-19 health and safety precautions prior to the first student contact day. Employees hired after the start of school shall receive this training prior to their first day with students. This training shall be paid at the appropriate per diem rate for all staff or may be scheduled on a previously scheduled district or building directed PD/ PL day. This training may not be scheduled on a teacher-directed day or during teacher-directed time.

10. Employees in high-risk categories: The district will request that employees in high-risk categories as defined by the CDC self-identify no later than the first contracted workday. Employees do not have to provide personal health information but may be required to provide a doctor's note affirming that they are in a high-risk category. The District will make every reasonable effort, including offering out-of-endorsement waivers, to allow these employees to work remotely or with a limited number of students. No employee in a high-risk category shall be expected or required to work without PPE, on any task that cannot be performed without social distancing, and/or with students or staff who cannot wear face coverings. We recognize that health situations may change an employee's risk category throughout the school year. The District should be notified as soon as possible.

11. Communication with students and families: Students and their families will receive regular communication from the building and/or district regarding health and safety expectations, including but not limited to wearing face coverings, physical distancing, handwashing, and health screenings. This communication must be provided in the home languages of students' families/ guardians, and must be provided in multiple formats, such as email, postal mail, and phone calls. This communication shall be the responsibility of building or district administrators or their administrative designees.

12. Supervision for compliance: The principal of each building shall serve as the designated supervisor to monitor employee health and safety. No MEA member shall act as such a supervisor.

## **II. Scheduling, Remote Instruction, and Paraeducator Support**

1. Split or alternate shifts: In the event that limited facilities, or some other COVID-19 related reason requires the district to schedule students on alternate days or on am/pm shifts, each day shall be part of the 180-day contract.

a. All students assigned to a teacher shall count towards their bargained class size or caseload.

b. No MEA member shall be required to provide personal contact with students in the Hybrid schedule, working at home, on days they are providing in-person instruction, from 8:00 - 3:00 Instructional staff will be available from 3:00-3:30 for all Hybrid students or parents contact.

c. Employees with school-aged children in the district shall be accommodated according to their needs regarding scheduling. Employees with school-aged children who attend another district will be able to enroll their children in the district at their discretion.

2. Remote Assignments: Employees in high risk categories shall be offered remote assignments and/or modified assignments. Out-of-endorsement waivers may be granted if needed. The Association may demand to bargain over impacts to members' wages, hours, and working conditions.

Teachers will be supported in their instruction, with the assurance from the district, that students and families who elect to receive some, or all, instruction remotely shall be provided all necessary technology and technology access. The district shall provide paper/pencil and textbooks to these students consistent with the processes and procedures used in the Spring of 2020.

3. Remote instruction during long-term closures: The district shall provide the Association with its plan for remote instruction (Continuous Learning 2.0) no later than two weeks prior to the first contracted workday of the 20/21 school year. The Association may demand to bargain over impacts to members' wages, hours, and working conditions.

a. Teachers may be permitted to work remotely at the approval of their building administrator.

b. Certificated Employees designated to participate in extra professional development, specifically focused on technology support, shall be compensated with a yearly stipend. (specific additional responsibilities and the amount to be negotiated by 9/14/20).

c. Certificated Employees who must provide instruction for either both platforms, Hybrid and Remote, or teaching more than one elementary grade level curriculum, without the flexibility to receive additional, sufficient planning time, will receive a stipend, funded at the level of Group F; year 1(\$1,432) on the Co-Curricular Salary Schedule, for each semester where both duties are necessary. If the school moves to fully online, these teachers will provide extra support for other teachers to make the transition.

4. Instruction with paraeducator support: In the event that the district chooses to utilize paraeducator support to provide instruction in order to maintain social distancing requirements (for example, if a classroom is divided into two groups and one group, at times, is exclusively supervised by a paraeducator or if paraeducator support is provided to supervise remote instruction as described in this section), the district shall provide all reasonable supports, including but not limited to the following:

a. Common planning time between the paraeducator and the teacher will happen each Wednesday for grades K-3.

b. Whenever possible the teacher shall not work in this fashion with more than one paraeducator in order to maintain consistent instructional practice.

### **III. Student Success**

#### 1. Prioritizing student needs:

- a. The first four days of school shall be used for parent conferences, technology and learning material check out, and online assignments. All full time MEA members will be required to provide conferences for all of their students, using their Teacher Directed Day to supplement time into the evenings, in order to best meet the needs of the students and their families. Attendance will be taken and assignments will be given all four days.
- b. Extra-curricular opportunities and clubs for students may be made available either in-person according to all OSPI and DOH guidelines or may be provided remotely.
- c. All district and building level communication shall be provided in students' families home language and shall be available electronically and in print.
- d. Teachers, with proof of intentions, may differentiate instruction to ensure that no student shall be penalized, because of lack of access to technology, remote learning platforms, access to transportation, or because they are caring for family members or siblings.
- e. If moved to all remote learning, all MEA members connected to classroom instruction shall use the Core 4 approach with the Google Classroom platform as their LMS, with sufficient training provided by the district prior to implementation. Instructional staff shall update their Google Classroom weekly. Daily attendance requirements will be fulfilled as directed by the building administrator.
- k. Calendar modifications include 8/18/2020 replacing 9/3/2020. All MEA members not present shall watch the recording of the event before the first day of school, 9/8/20 and contact their principal when completed.

2. Safety and Discipline: Ensuring the safety and health of students and staff shall be the district's first priority. Staff and Students shall be required to follow all safety protocols.

a. The district/ building discipline and safety committee shall design age and culturally appropriate student expectations for safety protocols. These expectations shall be enforced equitably across the district.

b. Students are expected to provide and maintain their own face coverings. The district shall provide face coverings for students when needed. No student shall be permitted to enter any school facility unless they are wearing a face covering, except as permitted by the DOH.

c. Teachers will provide age appropriate instruction on face-coverings, hygiene, and physical distancing within the first week of school.

d. Students new to the district after the start of the school year will be provided with initial instruction regarding health and safety protocols, as described above, by the district.

e. Students who willfully and knowingly violate safety protocols may be excluded from the classroom, in accordance with the collective bargaining agreement, OSPI guidance, and state law.

i. In the event a student willfully and knowingly violates safety protocols towards another student in a manner that may cause harm (for example, purposefully removing a mask and coughing or sneezing on another student), the building administrator or designee shall notify the parent or guardian of the affected student by the beginning of the next school day.

ii. In the event a student willfully and knowingly violates safety protocols towards an employee in a manner that may cause harm (for example, purposefully removing a mask and coughing or sneezing on the employee), the employee will report the incident with the district and be afforded time to get tested at the employee's discretion, following protocols established in Section 1.6.

f. Student discipline for any infraction described above shall be proportionate to the age and cognitive ability of each child.



#### IV. Leaves

Employees Quarantined Due to Possible Exposure at Mossyrock School District to COVID-19: Employees who have been advised by a public health agency to quarantine at home, due to possible exposure to COVID-19 or symptoms, may not come to work at a District work site until ten days have elapsed between the later of the exposure or positive test and the resolution of symptoms, and may access the following benefits under the terms of the applicable collective bargaining agreement (CBA ) or law:

- a. 1st Step: Alternative assignment for work/services which may be provided from home, if available, and possible;
- b. 2nd Step: Ten [10] days of Paid Emergency Sick Leave through the CARES Act.
- c. 3rd Step: Use Washington Paid Family Medical Leave (PFML; 90% of salary, available for 12 -16 weeks); Employees may use their personal sick leave to supplement their pay, so the employee remains whole. The district will compensate up to twelve [12] total days of used sick leave (within Step 3 and Step 4).
- d. 4th Step: The district shall grant the remaining additional days (up to 12 total) of paid leave for any employee who is experiencing medically diagnosed COVID-19 symptoms, or who has a confirmed case of COVID-19, which will be deducted from any accrued leave. Use of such leave will be reimbursed up to twelve (12) days within a school year. For employees that have less than twelve (12) days of leave, the District shall not deduct COVID-19 leave from the employee's accrued leave. These 12 days may also be used in the event of a delay of approval from PFML. A healthcare professional's note shall be required, consistent with the collective bargaining agreement.
- e. 5th Step: Family Medical Leave Act (unpaid leave except for continued health insurance benefits). The district will compensate the remaining sick leave of the qualified twelve [12] days.
- f. If the employee has exhausted the steps above, in order, and an alternative work assignment for work provided at home is unavailable, the following leave options are available to them:
  - i. Leave for illness, injury or emergency
  - ii. Personal leave
  - iii. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis)
  - iv. Unpaid leave of absence for the period of the quarantine; and
  - v. Unemployment benefits.

If the above leave benefits leave an employee in a situation where the employee will experience a substantial hardship, the District and Association will meet upon request to discuss whether any other options may be available to the employee.

**V. Evaluations**

For the duration of this MOU, MEA members will not drop below their 2019/2020 evaluation on instructional practices, with the exception of MEA members with a previously designed plan in place. Teachers may be evaluated on their professionalism, based on their adherence to new safety protocols and district plans due to COVID-19, in addition to existing expectations.

**VI. Duration**

This MOU shall remain in effect through the 20/21 school year or until 30 days after the end of the declared COVID state of emergency, whichever comes last. In the event of new, binding guidance or legislation comes into effect during this time, such as a waiver of the 1027- hour rule, the parties shall meet to bargain the impacts within five (5) days. Either party may request a contract opener.

BY:

Paige Ollikainen, MEA President

DATE:

BY:

Dr. Glenn E. Malone, Superintendent

DATE: