

**MEMORANDUM OF UNDERSTANDING BETWEEN
CHIMACUM SCHOOL DISTRICT
and
CHIMACUM EDUCATION ASSOCIATION
REGARDING Terms of Employment and Delivery of EDUCATIONAL Services
AFFECTED by COVID-19 FOR THE 2020-21 SCHOOL YEAR**

The Chimacum School District No. 49 (“District”) and the Chimacum Education Association (“Association”) hereby confirm the following agreements related to the reopening of school for the 2020-21 school year in light of the unprecedented outbreak of SARS-CoV-2, the virus that causes the illness COVID-19.

WHEREAS, Governor Jay Inslee has proclaimed that an ongoing State of Emergency exists in all counties of Washington State related to COVID-19;

WHEREAS, the Washington Office of Superintendent of Public Instruction (“OSPI”) has required the board of directors of each school district to adopt a reopening plan for the 2020-21 school year that addresses topics such as mandatory health and statutory education requirements;

WHEREAS, OSPI has published “Reopening Washington Schools 2020: District Planning Guide” (the “Guide”), which establishes guidance for reopening schools for 2020-21;

WHEREAS, Superintendent of Public Instruction Chris Reykdal has stated that the fall opening for 2020-21 may be a “hybrid face-to-face/online model or any combination of modalities and schedules that meet [the] local community needs, while also affording all students in [a] district access to their basic education rights”;

WHEREAS, the District administration has collaborated with Association representatives and other stakeholders on reentry guidelines for the 2020-21 school year (“Reentry Guidelines”), which outline standards, guidelines, and recommendations for reopening school in the areas of operations; student/staff social and emotional wellbeing; school schedules, activities, events, attendance, and enrollment; information and instructional technology; curriculum and instruction; and communications;

WHEREAS, the Board of Directors approved the District’s reopening plan (“Reopening Plan”) required by OSPI on August 19, 2020;

WHEREAS, Jefferson County remains in “Phase 2” of the “Safe Start Washington” plan issued by Governor Jay Inslee May 4, 2020, and therefore the District announced on August 19, 2020, that school will begin in a hybrid-instruction format for 2020-21; the District will return to regular school operations (with some modifications) when the Superintendent determines it is reasonably safe to do so;

WHEREAS, it is the duty of the District to provide safe and equitable working, teaching and learning conditions for all students and staff, which explicitly serves Black, Indigenous, and students of color, students living in poverty, students who identify as LGBTQ+, and students receiving Special Education and English Language Learner services;

WHEREAS, the parties share a mutual interest in protecting the health and safety of students, families, employees, and the community, and they also share a mutual interest in ensuring that a high-quality education is accessible to all students including, but not limited to, students receiving special education and English-language learner services. In some cases, self-contained Special Education students may be served on school campuses in order to meet Individualized Education Plan (IEP) goals. An open lab may be staffed at a school for students who are having difficulty accessing virtual classrooms on a case-by-case basis;

WHEREAS, the parties desire this Memorandum of Understanding (“MOU”) to establish changes to the terms and conditions of work for Association employees for the 2020-21 school year consistent with the Guide and relevant

federal, state, and local health and education requirements, due to the unique circumstances of the ongoing, global COVID-19 pandemic; and

WHEREAS, the parties recognize that the COVID-19 pandemic is an unprecedented and still-developing situation that may require further communication and modification of the work.

I. STUDENT AND STAFF HEALTH PRECAUTIONS

At all times, all employees, students, and building visitors will follow county health department guidelines. If guidelines change, the District will update all stakeholders immediately.

The District and Association agree that the public health crisis requires visitors be kept to an absolute minimum. The District shall ensure all visitors are approved and screened prior to entering any district building.

No building will open for in-person teaching and learning without adequate facilities and supplies.

A. Face Coverings

All employees, students, and building visitors shall properly wear a cloth or disposable face mask that covers the chin, mouth and nose and meets the county health department and/or Washington Department of Health guidelines, while at any district facility or in any district vehicles or attending any district event.

1. The District shall provide face coverings for all employees and students as needed, following county health department guidelines.
2. Employees may choose to provide their own face coverings that meet the same standard of effectiveness as District-provided face-coverings and meet county health department guidelines.
3. Face shields may not replace masks but may be used simultaneously. The District shall provide face shields on request.
4. Employees working with students who cannot wear a face covering, or are not because they are eating, shall be provided all appropriate personal protective equipment (PPE), including but not limited to cloth or disposable masks, eye protection, face shields, gloves, and clothing, as described by L&I, the DOH, and the CDC. Those working with multiple cohorts will be provided similar equipment upon request.
5. The District shall create a process by which students choosing to not wear masks (except those students identified for health reasons) or refusing to maintain physical distancing will be promptly identified, removed to a designated safe location separate from any potential interaction with students and non-supervising staff, and required to wear a mask before returning to an in-person learning environment. Administration will be responsible for any progressive student discipline regarding face masks. (Refer to III.B. for further safety and behavior specifics.)
6. **Supervision for Compliance:** Building administrators will actively monitor staff and student compliance with social distancing protocols and other safety precautions and report concerns.

The District will provide notice to all employees, parents/guardians, and students of relevant health and safety protocols as they exist at that time. Should health and safety protocols change during the school year, the District will provide reasonable notice to the Association leadership and affected employees.

In the event that the District learns that employees, students, or other visitors to District facilities have tested positive for or are suspected of having COVID-19 and that contact tracing and communication with potentially affected persons is necessary, appropriate District administration will perform those

duties in collaboration and in conjunction with Jefferson County Health Department. The district will promptly notify Association leadership and keep them updated regarding the developing situation

B. Health Screenings

Any person entering a school facility will complete a daily health attestation, be screened for COVID-19 symptoms, and will have their temperature checked by district personnel, prior to entering that facility. Employees shall have the option to self-screen. Students or employees displaying any COVID-19 symptoms (identified per county health department guidelines) will go directly to the designated quarantine area or directly home. Students will be escorted to the quarantine area as needed. Health screening attestations must be provided in the home language of students' families/guardians.

1. No certificated employees, with the exception of the school nurse, will be required to perform or assist with morning arrival health screenings. No certificated employee shall be pulled away from their primary duties to assist with these screenings.
2. The District will ensure DOH recommended health screening will happen upon entry to campus, to include staff, students and approved visitors. The District and the Association will develop a health screening plan process for staff health screening upon entry to campus, continuing to follow the DOH guidelines.

C. 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.

1. Prior to the first student contact day the District will determine the number of students that may be in a classroom or other facility while observing physical distancing. Room occupancy limits will be posted outside each door and inside each room.
2. Prior to the first contracted workday, the District will ensure that all HVAC systems are determined to provide adequate air circulation and filtration to prevent the spread of COVID-19 from one room or office space to another office space and within a room utilized by more than one person. No building will open for in-person teaching and learning and no room or space within a building will be used until such determination can be made.
3. The district shall provide appropriate PPE (as described I.A.4) and training for employees who must perform tasks that cannot be accomplished with physical distancing, such as diapering, feeding, and personal care issues.

D. Handwashing

The district shall provide adequate facilities and supplies for staff and student handwashing as required by OSPI's guidelines. An increase in current facilities will be considered adequate if readily accessible by all staff and students while maintaining social distancing protocols.

1. No employee shall be required to supervise students of the opposite identified gender from the employee's identified gender in bathrooms or locker rooms while handwashing.
2. Non-gendered handwashing stations and hand sanitizer dispensers will be provided outside of bathroom facilities, especially near entries, exits, and intersections.

E. Exclusion of Students and Staff with COVID-19 Symptoms

Students and staff who display COVID-19 symptoms as defined by CDC and/or WaDOH, shall be immediately excluded from the classroom setting, regardless of testing status.

1. Classrooms and other facilities used by a student or staff member who is excluded as described above shall be immediately disinfected according to CDC, DOH, and OSPI guidelines.
2. Employees who were exposed to a student or staff member who is excluded as described above during the school day shall be notified as soon as possible, but no later than the end of the contract day.
3. The District will create a process that will immediately and safely remove a sick student from the learning environment and accompany them to a designated, supervised area separate from any potential interaction with students and non-supervising staff.
4. The District shall provide a safe room for excluded students to wait for their parents/ guardians. This room shall be designated specifically for this purpose. No bargaining unit employee shall be required or expected to supervise students who are excluded with COVID-19 symptoms.

F. Meetings

Meetings, including professional development shall be provided remotely or socially distanced outside following the current recommendations of the public health department. Employees may opt to attend in-person meetings remotely. On non-student contact days, no employee shall be required or expected to report to any district facility for remote staff meetings and professional development.

G. Sanitation of Facilities

The district shall provide custodial support to sanitize all surfaces at appropriate daily intervals including cleaning after lunches, meals, and in between cohorts. No bargaining unit member will be required to perform custodial duties. The district shall provide custodial support to frequently clean high use areas including bathrooms, classrooms, common spaces, etc. Employees will be responsible for cleaning their own personal working space, i.e. teacher desk and personal items.

H. Employee Rights to a Safe Work Environment

The District is committed to providing a safe and healthy work environment as required by DOH, L&I, and OSPI. Any staff member who has a concern should report their concerns to their supervisor. The supervisor will respond to the concern no later than the end of the day.

II. SCHEDULING AND REMOTE INSTRUCTION

A. 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, per the state approval of the district plan, each day (including remote learning days) shall be part of the 180-day contract.

1. All students assigned to an employee shall count towards their bargained class size or caseload.
2. If student needs and/or state mandates require students to receive remote instruction on days when their regular classroom teacher is providing in-person instruction, they (the regular teacher) shall not be required to provide separate remote instruction.
3. In recognition of the additional work load of providing remote instruction and/or blending in-person and remote instruction, all employees shall have at least 180 minutes of collaboration,

- communication time, as well as time for the construction of virtual learning programs in addition to traditional planning time, with a minimum total of 430 unencumbered minutes per week.
4. The District and Association will collaborate to ensure that building learning schedules provide the contractually required 50 minutes of uninterrupted planning time. If the District and Association cannot devise a schedule that preserves 50 minutes per day of continuous planning time, then they may waive the requirement by mutual agreement.
 5. Every effort will be made to make the teacher's normal workspace available during their planning time. If this is not possible, another workspace away from students will be provided.
 6. A notification period of up to one week will be given between transitioning to models requiring greater interpersonal contact, i.e. a lower level as defined by OSPI's reopening plan. If at all possible, changes in school models will begin on a Monday and the previous model used will continue up until that first day of the new model.

B. Special Education

Equity of collaboration time for special education teachers and access to general education teachers to plan for accommodation and modifications is essential. In all planning, equity for students who are traditionally underserved, must be a priority. In the event of new requirements that are outside of the scope of typical case manager/special education teacher duties, representatives from the Association special education and district staff will convene to discuss terms.

C. Substitute Teaching and Supervision

No certificated employee will be required to substitute for a different group of students than assigned to their classroom or caseload; unless a teacher is not assigned to a cohort, such as a specialist who can step in for a teacher in a cohort situation without mixing cohort students.

D. Remote Work

Staff who are not engaged in face-to-face instruction may request to work remotely if the essential duties of their job can be completed from home. No request shall be unreasonably denied.

III. STUDENT SUCCESS

A. Extra-curricular Opportunities and Clubs

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. The District will attempt to continue extra-curricular and co-curricular supplemental contracts. If the District issues a supplemental contract and it needs to be modified due to the pandemic, the District and Association agree to negotiate any changes.

B. Safety and Discipline

Ensuring the safety and health of students and staff shall be the District's first priority. Students shall be required to follow all safety protocols at all times. Accommodations will need to be made for students with disabilities who are not required to wear masks due to physical, cognitive, and developmental disabilities. Teachers will reinforce daily expectations for masking, social distancing, and frequent handwashing with students.

Students who willfully and repeatedly violate safety protocols may be excluded from face-to-face instruction in accordance with local health ordinances, the collective bargaining agreement and state law, and until they agree to follow safety protocols.

IV. EVALUATION

For the duration of this MOU, the District will follow OSPI guidelines related to evaluation of employees.

Employees who were Proficient or Distinguished in 2019-2020 will remain Proficient or Distinguished on their 2020-2021 Focused evaluation per state law.

All continuing employees may provide additional evidence in order to be considered for a higher overall rating level.

No employee will be required to report on-site for any observation or evaluation meeting, provided the employee has been observed for the minimum observation time during remote instruction and/or other remote professional activities. Teachers will return to comprehensive or focused evaluations for the 2021-22 school year following normal contractual procedures.

V. LEAVES

COVID-19 presents unique health, family, disability and staffing challenges for the District and its employees. The following provisions are included to provide clear, objective, and practical options for the District and the employees facing those challenges. In all cases, strict compliance with all relevant District safety and health rules will be an essential function of each employee's job.

Employees who have been directed to leave work to get tested for COVID-19 shall be provided up to two (2) days of paid administrative leave that will not be deducted from their available paid leave. The District may assign alternative work during this time.

Paid administrative leave for the period of mandatory quarantine if the employee has exhausted EPSL, an alternative work assignment is unavailable, and the quarantine was due to a confirmed exposure at a District worksite.

A. Employees with COVID-19/Suspected COVID-19

Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

1. Employees may request to work remotely; no request shall be unreasonably denied.
2. Emergency Paid Sick leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), with supplementation over \$511/day if daily rate is higher, if necessary, up to the employee's regular daily salary
3. Leave for illness, injury or emergency
4. Shared leave
5. Personal leave and/or vacation leave available under CBA
6. Washington Paid Family Medical Leave (PFML)
7. Worker's compensation (Claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
8. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);

9. Unpaid leave of absence for the period of the temporary disabling condition; long-term disability benefits;
10. Unemployment benefits.

B. Employees Quarantined Due to Possible Exposure to COVID-19

Employees who have been advised by a public health agency to quarantine at home due to possible exposure to COVID-19 may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

1. Employees may request to work remotely; no request shall be unreasonably denied.
2. Emergency Paid Sick leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), with supplementation over \$511/day if daily rate is higher, if necessary, up to the employee's regular daily salary
3. Leave for illness, injury or emergency
4. Shared leave
5. Personal leave and/or vacation leave available under CBA
6. Washington Paid Family Medical Leave (PFML)
7. Worker's compensation (Claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
8. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
9. Unpaid leave of absence for the period of the temporary disabling condition; long-term disability benefits;
10. Unemployment benefits.

C. Employees Caring for Someone with COVID-19/Suspected COVID-19

Employees who are caring for an individual who is subject to quarantine because that individual has been diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

1. Employees may request to work remotely; no request shall be unreasonably denied.
2. EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below
3. Leave for illness, injury or emergency
4. Shared leave
5. Personal leave and/or vacation leave available under CBA
6. Washington Paid Family Medical Leave (PFML)
7. Worker's compensation (Claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
8. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
9. Unpaid leave of absence for the period of the temporary disabling condition; long-term disability benefits;
10. Unemployment benefits.

D. Higher-Risk Individual in the Employee's Household

Employees who themselves are not at higher-risk but have someone in the household (i.e., someone with whom they share a residence) who is at higher risk of severe illness or death from COVID-19, as

that term is defined by the Governor's Proclamation 20-46.2 or a subsequent, binding proclamation, may choose to access any of the following benefits under the terms of the CBA or law:

1. High Risk Employees may be provided alternative assignments for the year if available (see Section G below);
2. EPSL with supplementation over \$511/day if daily rate is higher, if necessary, up to the employee's regular daily salary;
3. Leave for illness, injury or emergency;
4. Personal leave and/or vacation leave under the terms of the CBA;
5. Unpaid leave of absence; and
6. Unemployment benefits.

E. High Risk Employees

Employees who are at higher risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

1. High Risk Employees will be provided alternative assignments for the year if available (see Section F below);
2. EPSL with supplementation over \$511/day if daily rate is higher, if necessary, up to the employee's regular daily salary;
3. Leave for illness, injury or emergency;
4. Personal leave and/or vacation leave under the terms of the CBA;
5. Unpaid leave of absence; and
6. Unemployment benefits.

F. Employees Who Otherwise Request to Not Work at a District Work Site Due to Concern for Safety

An employee whose assignment requires work at a District worksite and who does not fit within the conditions of Sections A-E, above, may choose to access any or all of the following benefits under the terms of the CBA or law: employee's own available personal leave; or unpaid leave of absence for the 2020-21 school year. Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor. Such employees may in limited circumstances also have recourse through L&I under WAC 296-360-150.

G. Leave Without Pay

Employees who wish to take leave without pay under Sections A-E can make this request at any time for the duration of this MOU. These employees must honor their existing contracts until a replacement for their position can be hired.

H. Possible Limitations

All the contractual, insurance, and statutory leave benefits referenced above have specific rules or external agencies that govern their application, and the terms of this agreement will be interpreted consistent with those rules and agencies. Some of the leave entitlements may require documentation from a health care provider. EPSLA is subject to the requirements of Federal Law. The leave entitlements within the FFCRA (both EPSLA and EFMLA) currently expire December 31, 2020, and the parties agree to meet prior to that date to reconsider whether the leave entitlements above will be

amended. The parties also agree to meet and review any necessary changes to this agreement if or when legally-applicable definitions of "high risk employees" change or expire.

VI. ASSOCIATION RIGHTS

The Association will be given 60 minutes on September 16th, 2020 to review the contents of this MOU with their members at each building. The District will provide notice of COVID-19 health and safety information to Association employees via District email, along with communicating such information to families.

VII. COMMUNICATION

In the event that the District learns that employees, students, or other visitors to District facilities have tested positive for or are suspected of having COVID-19 and that contact tracing and communication with potentially affected persons is necessary, appropriate District administration will perform those duties in collaboration and in conjunction with Jefferson County Health Department. The district will promptly notify the Association leadership and keep them updated regarding the developing situation.

VIII. 2020-21 SCHOOL CALENDAR and WORK YEAR CALENDAR

The District and Association need to revisit the calendar, early-release, nonworking Mondays, and designation of A, B, and C days.

1. The parties do not presently anticipate changes to the Board-approved calendar for the 2020-21 school year, other than that the following dates originally intended as possible snow make-up days may be used to make up days that instruction could not be provided across the District due to COVID-19: February 12, May 28, June 21 and 22. It is currently anticipated that school will be in session through June 18, 2021. The District and the Association may add makeup days after the last scheduled day of school, if needed.

THE CEA understands that the school calendar must include 180 instructional days. The agreement for the calendar is that it will include five additional snow days in June, but may require additional days beyond that if needed.

IX. EFFECTIVE DATE

This MOU will be in effect for the 2020-21 school year, unless the parties agree in writing to terminate it earlier. This MOU is not precedent-setting and is intended to address only the specific and unprecedented health emergency presented by COVID-19. All other provisions of the collective bargaining agreement shall remain in full effect.



District / Date



Association / Date