

ERNN COVID MOA Draft Language

This document is a draft MOA regarding opening school for the 2020-21 year under the COVID pandemic.

It is not meant to be used word for word, but rather to provide ideas and a starting place for your work with your local bargaining group. The contents are based on the following assumptions:

- Your district will be starting in full remote mode, and moving to a hybrid or full in-person model sometime later in the year. – Based on this assumption, this draft language has: Part I – opening with full remote; and Part II – some form of in-person instruction. This is not meant to prolong the bargain, but is more of a “get school started and work on the rest later” strategy.

- Your district will be requiring teachers to work from their classroom when school starts.

- Your district is not willing to add any additional paid leave to what is already available under sick leave, personal leave, Washington PFML, shared leave, or any federal provided programs.

Please note that there are several variation to a few of the sections shown at the end of the document. These variations are based on specific requests from individual districts.

Memorandum of Agreement

Between

_____ **School District (District)**

and the

_____ **Education Association (Association)**

Whereas the parties agree there are serious concerns about the wellbeing of staff, students, and parents during the COVID-19 pandemic, and:

Whereas the District has received recommendations and requirements for opening school from the Office of the Superintendent of Public Instruction, State of Washington, state and county Departments of Health, and the CDC;

The continuation of instruction in our District will prioritize the health and safety of our students, staff and entire district-community, using the following provisions:

Part I – Remote Learning – (Continuous Learning 2.0)

I. Timeline

- A. The District will provide remote learning for all students starting on the first day of the school year.
- B. The District will use the recommendation that regular in-person instruction will not be possible until the county has achieved less than 25 COVID-19 cases per 100,000 population for a minimum of fourteen (14) days.
- C. The District may implement some form of hybrid instruction if the county achieves less than 75 COVID-19 cases per 100,000 population for a minimum of fourteen (14) days. This condition is addressed in Part II of this memorandum.
- D. All extra-curricular and co-curricular activities will be postponed and follow District and WIAA guidelines, or until the conditions in “B” above have been met.

II. Remote Learning

- A. 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 2020-21 school year.
- B. The District intends to begin the school year in a full remote learning mode. However, the District reserves the right to create a series of individual or small groups meetings between students and their teacher(s) during the first week of school. These meetings will be online. *(optional language available at end of document)*
- C. All professional development days calendared prior to the first day of school will be used to in-service teachers on methods and protocols for online learning, including workshops on using Zoom or other designated communication platforms, along with any other online instruction frameworks and/or curriculums that are designated by the District for use during the 2020-21 school year.

- D. The District will email all District/building communications and documents that would typically be placed in their school mailbox to each employee's school email address unless the employee elects to pick up paper copies at school.
- E. The District will provide support for making copies and delivering assigned work packets to students as needed.

III. Teacher Expectations

- A. Teachers will work their regular hours as indicated in the existing collective bargaining agreement.
- B. Teachers will report to work in their classrooms each student school day at the times set by their principal.
- C. Teachers will deliver instruction remotely and cover all aspects of their assigned curriculum to the best of their ability.
- D. Teacher will maintain regular (weekly) electronic communication with all students assigned to their class(es).
- E. Teachers will take attendance of those student accessing classes electronically, assign and grade individual student work, and assign grades and provide progress reports at regular intervals.

IV. Teacher workday

- A. The employee's workday will comply with the Collective Bargaining Agreement.
- B. Teachers are expected to be in their classrooms for all or part of their workday, as designated by their Principal.
- C. The Principal may designate a "core" time for teachers to be in their classrooms, which will include set times for the following activities:
 - 1. Set times for online classes. The intent is to provide multiple times per week for each teacher to do online classes while staggering those times between teachers to avoid conflicts for students, limit the online time per day for any individual student, and attempt to the extent possible, stagger online sessions for households with multiple students at different grade levels.
 - 2. Set "office hours" when students and parents can email or call the teacher for specific help or remediation. In-person meetings will not be scheduled.
 - 3. Set times for ongoing professional development during the day to help support teachers in conducting online learning activities.
 - 4. Teacher preparation time.
- D. Core times may be adjusted to accommodate staggered arrival and departure of employees to help maintain social distancing.

V. Physical Distancing

- A. Employees are expected to stay in their classroom while in the school building.
- B. Movement to any other part of the school (restroom, teacher's workroom, teacher's lounge, etc.) should be done quickly and only when necessary.

- C. Meetings, including professional development, of groups of more than eight (8) people shall be provided remotely. Meetings of fewer than eight (8) people may be held in spaces where social distancing is possible.
- D. Employees are required to wear masks at all times around the school. They are not required when working alone in their classroom.
- E. Employee's masks shall be worn properly and cover the chin, mouth, and nose. Employees not able to wear masks must provide written documentation from a health care provider that verifies one of following conditions exist:
 - 1. a verified disability that would prevent them from wearing or removing a mask;
 - 2. A diagnosed respiratory condition that would prevent wearing mask, or trouble breathing;
 - 3. those advised by a medical or behavioral health professional that wearing a mask would pose a risk to that person.
 - 4. deaf or hard of hearing employees are required to wear masks unless they meet one of the other exceptions above. They will be provided special clear style masks specifically for deaf and hard of hearing individuals.
- F. The District will have an ample supply of masks available to staff.
- G. Any employee refusing to wear a mask, not including those with special conditions listed above, will be placed on an unpaid leave of absence for the duration of the pandemic.

VI. Health Screening and Sanitizing procedures

- A. Prior to entering any school facility, employees will be screened for COVID-19 symptoms and will have their temperature checked by District personnel. No person or employee will be allowed entry to any school facility if they display any COVID-19 symptoms.
 - 1. Screening shall be performed with contactless thermometers in order to maintain sterile environments.
 - 2. There will be a separate designated area for anyone not wearing a mask until one can be provided.
 - 3. Each building will have a plan in place for screening staff, plus any students or visitors who arrive unannounced during the day. These visitors will not be allowed in the building other than the Main Office.
- B. Each classroom, restrooms, and common areas will be cleaned and sanitized daily using recommended procedures from the CDC, DOH, and/or L&I procedures.
- C. The District will ensure that all HVAC systems provide adequate air circulation and filtration to prevent the spread of COVID-19 from one room or office space to another room or office space. This includes meeting the standards for complete air exchange established by building code.
- D. The District shall provide appropriate PPE devices and training for employees in how to use them properly.

- E. The District will provide hand sanitizer (with an alcohol base of at least 80%) in each classroom and workstation.

VII. **Evaluations** *(optional language available at end of document)*

- A. For the duration of this MOU, all employees will be evaluated according to OSPI recommendations, specifically bulletin No. 063-20 Educator Growth and Development (EGAD), published August 7, 2020.
- B. Observations and data gathering by an administrator may occur while the employee is providing online instruction to students.
- C. An employee, at their discretion, may provide recordings of their online instruction as evidence.
- D. Observations of online instruction will be completed remotely. Pre- and Post-observation conferences of online instruction will also be held remotely.

VIII. **Leaves**

- A. All leaves currently in the collective bargaining agreement will be available to employees.
- B. An employee who exposed to COVID-19 while at work and is directed to quarantine will be granted ten (10) workdays or fourteen (14) calendar days with pay. They will be expected to work remotely if possible.
- C. Employees who are high-risk, or live with or provide care for a high-risk family member, may request remote assignment from the District. These requests will be honored to the extent possible by the District. If the District is not able to assign the employee a remote assignment, the employee may use other forms of leave, including Emergency paid sick leave under the FFCRA, or choose to take a unpaid leave of absence.
- D. Employees contracting COVID-19 will have all current sick leave, shared leave, Washington paid leave, and Emergency paid sick leave available for their use.

Part II – Hybrid or in-person instruction

The District and Association will immediately start collaborative work to outline all procedures needed to provide in-person instruction. In the ever-changing environment of this pandemic, the parties acknowledge that by the time in-person instruction becomes possible, there may be different recommendation and/or regulations in place from governing authorities.

Collaboration about how to manage in-person instruction in any form is essential for the successful opening of the school to students. The goal of this collaborative work is the establishment of operational procedures that can be instituted at every building in the District. These procedures may include options for either partial or full attendance of all students at school.

- A. This work must be complete at least two weeks prior to any in-person instruction taking place.

- B. These procedures will be in accordance with existing Board Policy and take into account all recommendations from OSPI, the State, State and County DOH, L&I, and the CDC.
- C. Specifically, this collaborative work will include procedures for:
 - 1. Screening students before, during, and after the school day as needed.
 - 2. Requirements for PPE, including masks, for all persons in attendance at the school facility
 - 3. A list of possible infractions and the appropriate consequences by students who choose to ignore rules about masks, social distancing, and any other safety procedures.
 - 4. Working with students with disabilities that require help with personal hygiene.
 - 5. Sanitizing student areas inside and outside the classroom.
 - 6. Use of common school areas such as lunchrooms, libraries, and gyms
 - 7. Alternatives for those classes (i.e. choir, band, PE) take cannot possibly meet social distancing requirements.
 - 8. Any other aspects of the District's operation that has a significant impact on employee's working conditions.

Part III – Duration

- A. This MOA will be in effect for thirty (30) days after the current COVID-19 pandemic is over, as determined by the state DOH and the CDC, or until June 30, 2021, whichever comes first.
- B. Nothing in this MOA is intended to set a precedence regarding language in the existing collective bargaining agreement. Nor will any of the language included in this MOA be included in the current or a successor collective bargaining agreement.
- C. In the event new, binding guidance or legislation comes into effect during this time the parties shall meet to bargain the impacts within five (5) days.

Dated this _____ day or _____, 2020

For the District:

For the Association:

Optional Language Choices:

1. Childcare option – (add to Part I, Section IV-Teacher Workday)

- E. Employees with school age children between the ages of five (5) and eleven (11) are expected to arrange childcare. In rare circumstances, and with approval from the Superintendent, an employee may be allowed to have their own children with them in their classroom on an emergency basis. Special procedures for such instances will be developed on a case-by-case basis.

2. Remote Learning – (replace Part I, Section II.B)

(for use when the district would like the initial meeting between students and their teacher(s) to be “in-person”.)

- B. The District intends to begin the school year in a full remote learning mode. However, the District reserves the right to create a series of individual or small group (less than 5) meetings between students and their teacher(s). These meetings will be online or in person. They will take place during the first week of the student school year using the following protocols:
 - 1. Parents will transport and accompany their student to school for this appointment. Entry to the building will be no sooner than 5 minutes prior to the appointment.
 - 2. Parents and student will check in at the office, be screened for COVID-19 symptoms, and checked that required face masks are being worn.
 - 3. The appointment will take place at the doorway to the teacher’s classroom with the teacher six feet inside the room and the parent/student at the doorway.
 - 4. The purpose of the meeting is to meet the teacher, assess the student’s online access at home, and provide directions for receiving tech help from the District.
 - 5. The teacher may also provide an initial set of assignments and/or worksheets to the student, along with any class rules/syllabus and/or online class protocols.
 - 6. The meetings shall last no longer than fifteen (15) minutes and the parent and student will exit the building immediately.
 - 7. If the teacher chooses, they may arrange small groups of up to 5 people. Locations for these meetings will be assigned by the Principal in large, common areas where social distancing can be maintained.
- A. For the duration of this MOA, all employees will be considered at same rating as their last formal evaluation.
- B. Any employee wishing to improve their rating may work with their supervisor to do observation of online classes, in order to gather evidence of Proficient or Distinguished performance.

3. **Evaluations** (replaces Part I, Section VII)

VII. **Evaluations**

- A. For the duration of this MOA, all employees will be considered at same rating as their last formal evaluation.
- B. Any employee wishing to improve their rating may work with their supervisor to do observation of online classes, in order to gather evidence of Proficient or Distinguished performance.

4. **Special Education** – (additional language if needed – Part I, new section IX.)

IX. **Special Education**

In order to fulfill IEP requirements for certain students, the District may arrange for individual or small groups (five (5) or fewer) of students to be at school a portion of the day. The purpose of receiving individualized instruction from certificated Special Education teachers, provided they cannot receive accommodations in the general online classroom. The following protocols will be in place:

- 1. This program of individualized instruction shall use the guidance provided by OSPI in the *“Reopening Washington Schools 2020: Special Education Guidance”* document on the OSPI website.
- 2. Students who need individualized instruction at school will be met at the door by non-certificated staff, screened for COVID-19 symptoms, verify the use of a face mask, and escorted to the designated learning space.
- 3. Social distancing will be maintained in the learning space except in emergency circumstances to protect the safety of the student or others.
- 4. The student will be escorted out of the building by non-certificated staff at the end of their arranged learning time.
- 5. The learning space will be cleaned and sanitized after each student or small group by non-certificated staff.