

**Memorandum of Understanding
Between Ferndale School District and the
Ferndale Education Association**

**Agreement Concerning Terms of Employment and
Delivery of Educational Services Impacted by the COVID-19 Crisis**

The District and Association agree upon this Memorandum in order to efficiently resolve questions concerning terms of employment and the delivery of educational services arising from the COVID-19 crisis. We do so as a matter of prioritizing the protection of public health, providing continuity, and providing clarity during this stressful time.

The parties enter into this agreement based on our understanding that OSPI will continue to apportion funds as previously scheduled and will use emergency authority to waive days and instructional hours which districts are unable to make up in accordance with OSPI's guidance.

1. Compensation and Benefits

- A. No employee on a continuing, provisional, or leave-replacement contract shall lose pay or experience a diminution of benefits as a result of school closures related to the COVID-19 crisis. Correspondingly, there will be no loss of pay or benefits for supplemental contracts which had been signed or begun as of March 13, 2020.
- B. Individuals eligible for benefits under the provisions of the Collective Bargaining Agreement or who qualified for benefits as of the Governor's emergency declaration on February 29, 2020 will maintain their benefits per State guidance.
- C. No employee shall incur any cost that is a District responsibility due to the cancellation of previously approved District travel or other activities.

2. Leaves

- A. Employees who need to be released from all duties on a particular day may apply for and take leave under their CBA in the same manner as during regular operations (sick leave, personal leave, etc.)
- B. Staff who had received approval for leave covered in the CBA will have the option of taking that leave as originally approved or having that leave credited back to their accounts.
- C. *COVID-19 Exception - The following leave taken as a result of the COVID-19 closures shall be treated as a separate leave allowance that is specific and unique to the current public health crisis. No personal, sick or unpaid leave will be deducted from employee leave banks under the following conditions:
 - i. If an employee is directed by a health professional or agency to be quarantined for 14 days, either because of close contact with a person who has had a lab-confirmed case of COVID-19 or because they have tested positive for COVID-19.
 - ii. If an employee falls into one of the high-risk categories (adults aged 60 and older, people with weakened immune systems from medical conditions or treatments). These situations will be addressed on a case-by-case basis and with physician verification.
 - iii. If an employee follows documented guidance issued by a medical or public health official to isolate or quarantine themselves as a result of exposure to COVID-19.
 - iv. Employees on such leave may be assigned home-based work to the same extent as other staff assigned to their homes during school closure, as outlined above, unless they are experiencing incapacity to work due to illness or care for others.

3. Educational Program and Delivery of Services

- A. The District is working to develop mitigation plans to minimize the impact of the closure on students and families and to plan for continuity concerning nutrition and childcare for first responders in accordance with State guidance. The District will include Association representatives in deliberations concerning these plans.
- B. Any change to the instructional model will be done in consultation with the Association and follow OSPI requirements.

- C. Consistent with guidance from health department authorities, employees will not report to their sites until health department authorities provide clearance. Employees shall work remotely, including from home, collaborate virtually when possible, and perform duties consistent with their job descriptions during the closure. Work shall be modified in accordance with such procedures as are subsequently determined by the parties.
- D. In the event certain employees are directed to report to their site to provide essential services as directed by the State, the following measures will be in effect:
 - i. The District commits to limiting the number of employees designated as essential to the greatest degree possible.
 - ii. Employees designated as essential who are a) ill, have tested positive for the COVID-19 virus, are in close household proximity to someone who has tested positive for the virus, or who are in a high-risk category as defined by state health authorities (over 60, underlying health conditions, weakened Immune system, pregnant), or b) who are unable to arrange for childcare, will not be required to report onsite.
 - iii. Health protocols will be in place per Whatcom County Health guidelines at all sites to which employees are directed to report to reduce the risk of exposure. If such protocols are absent, employees will not be required to report for duty.
 - iv. Every effort will be made to rotate the assignment of essential employees in a manner that minimizes the time an individual spends onsite.

4. Evaluation

- A. The parties will continue discussions regarding teacher evaluations and agree to use the most recent OSPI guidance to aid with these discussions.
- B. Until further guidance is released by OSPI, the parties agree to abbreviate the evaluation process described in the Collective Bargaining Agreement as follows:

Evaluatees whose evidence demonstrates “Proficient” or “Distinguished” rating at the date of school closure or most recent date of progress review	Move those ratings to final summative score for the 2019–20 school year
Evaluatees with zero to five years’ experience whose evidence indicates a rating of “Basic” at the date of school closure or most recent date of progress review	Move the “Basic” rating to final summative rating for the 2019–20 school year
Evaluatees with more than five years’ experience whose evidence indicates a score of “Basic” at the date of school closure or most recent date of progress review	Handled locally on case-by-case basis OR No final score with a letter placed in personnel file describing extenuating circumstances
Evaluatees not on probation who do not return to school April 27 (e.g., quarantined, ill, etc.)	No final score with a letter placed in personnel file describing extenuating circumstances
Evaluatees at any level of experience whose evidence indicates a score of “Unsatisfactory” at the date of school closure or most recent date of progress review	Handled locally on a case-by-case basis
Evaluatees on probation or plan of improvement	Handled locally on a case-by-case basis
Evaluatees on Focused Evaluation	Retain score for final summative evaluation

5. Resumption of School and Make Up

- A. The parties will determine alterations to the school calendar, logistical details concerning the resumption of school, and the last day of the 2019-2020 school year when sufficient information exists to make that determination.
- B. The parties acknowledge OSPI expects districts to make up days and instructional hours lost due to the crisis to the greatest extent possible, including extending the school year as late as June 19, 2020 or the date as determined by OSPI, if necessary, and will work to determine necessary steps to efficiently reopen schools and resume the delivery of services. In any event, make-up days shall be limited to those required by law. The parties recognize the closure related to the COVID-19 crisis may be extended by State or local authorities. In the event this occurs, the parties will modify this agreement as necessary.

6. Enforcement

- A. This Memorandum of Understanding applies to all Ferndale EA represented employees. All matters arising under this Memorandum shall be governed by and construed under and in accordance with the laws of the State of Washington. If any part of this Memorandum is invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. Disputes relating to this Memorandum will be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.

Agreed to this 30th day of March, 2020.

FOR THE ASSOCIATION

FOR THE DISTRICT