

Memo of Understanding
Moses Lake Education Association
And
Moses Lake School District

Changes in Working Conditions & School Operations Due to Coronavirus/COVID-19

- 1) Should any requirements from the Grant County Health District, the WA Department of Health, or OSPI conflict with the below agreements, the parties will reconvene to reconcile the conflicts.
- 2) **Compensation:** No employee on a continuing or leave-replacement contract shall lose pay or benefits as a result of any school closure(s) related to Coronavirus/COVID-19.
 - a) There shall be no reduction of compensation for any supplemental contract or professional development compensation, as a result of any school closure(s) related to Coronavirus/COVID-19.
- 3) **Benefits:** Individuals who are eligible for benefits under the provisions of the MLEA collective bargaining agreement or who were anticipated to qualify for benefits as of February 29, 2020 will maintain that status. Employees who were covered at the time of the Governor's proclamation, their continuation coverage is extended until two months after the date the Governor terminates the state of emergency.
 - a) Additionally, the Moses School District shall purchase a five-hundred thousand-dollar (\$500,000) life insurance plan and a basic long-term disability plan through the HCA for each employee covered under this contract.
- 4) Leaves:
 - a) COVID-19 Exposure: Employees who are exposed to COVID-19 or students and/or staff with COVID-19 symptoms while at work shall be granted paid emergency leave while waiting for the results related COVID-19 testing or if ordered by a healthcare professional or district administrator to quarantine as a result of potential exposure.
 - b) For each occurrence the district shall grant fourteen (14) additional days of paid emergency leave for any employee who has a confirmed case of COVID-19. A healthcare professional's note may be required, consistent with the collective bargaining agreement
 - c) For each occurrence the district shall grant fourteen (14) additional days of paid emergency leave for any employee who is caring for a family member with a confirmed case of COVID-19. A healthcare professional's note may be required, consistent with the collective bargaining agreement.
 - d) In the event of a school closure, those employees in high-risk categories as defined by the Grant County Health District who choose to remain away from the workplace after district-wide resumption of any in-person school operations during the 2020-2021 school year shall not be required to use any personal leave, sick leave, etc., as the District will provide special paid emergency leave to cover all days not worked related to coronavirus/COVID-19. In such cases, the district may seek verification of the employee's high-risk status from a medical professional. The District may also elect to assign those employees to a remote assignment following the existing assignment change language.

- 5) Duties during potential closures:
 - a) Employees will be encouraged to perform duties consistent with their job descriptions while schools are closed. The remote learning model will not increase employee workload during the school closure.
 - b) Unless otherwise agreed, employees should not report to their worksite when schools are closed.
 - c) The district, in consultation with MLEA, will develop a list of employees who may occasionally need to work onsite during the period of district-wide school closure. Due to health and safety considerations, as well as employee childcare needs, these employees shall be allowed to work from home and collaborate virtually whenever possible during the school closure period.
- 6) **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 shall provide ample face coverings for all students and staff. No staff or student shall be permitted to enter any school facility unless they are wearing a face covering, except as permitted by the Grant County Health District. Students who cannot wear face masks will be assigned to remote learning.
 - b) Building administrators will provide students age-appropriate instruction on face-coverings, hygiene, and physical distancing the morning of the first day of school, including the possible disciplinary consequences of failure to adhere to the protocols.
 - c) Each building will have at least one quarantine room that is supervised by a building administrator. No bargaining unit member shall be required or expected to supervise students who are excluded with COVID-19 symptoms and waiting for parents/guardians or to supervise the quarantine room.
 - d) Students new to the district after the start of the school year will also be provided time with building administrator for universal screening and instruction health and safety protocols as described above.
 - e) Students who willfully and knowingly violate safety protocols will be excluded from the classroom, in accordance with the collective bargaining agreement and state law. These students will be assigned to remote learning.
 - f) Students who willfully and knowingly violate safety protocols with the intent of harming an employee or other student (for example, purposefully removing a mask and coughing or sneezing on an employee or other student) will be considered a violation. These violations will be handled case by case and all employees who either educate or supervise that student will be notified as soon as possible.
 - g) Student discipline shall be proportionate to the age and cognitive ability of each child.
 - h) No student shall be disciplined due to the unwillingness, inaction or purposeful violation of safety protocols by parents or guardians.
- 7) **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. Physical distancing of six feet or more must always be maintained between students who cannot wear face coverings and all other students and staff. Students who cannot wear face coverings

and cannot maintain physical distancing will be required to receive remote instruction, unless the student is protected by 504 or an IEP. If students are exempt from face covering due to 504 or IEP determinations, the district in consultation with the employees who service the student will create a safety plan for those students and employees.

Class size limits related to Coronavirus/COVID-19:

- a) K-5 12
 - b) 6-12 15
 - c) Classes using a remote instructional model shall follow the grade level class size provisions in the collective bargaining agreement.
- 8) **Remote Workday:** The parties agree that there are expectations for the employee workday while delivering remote instruction. The normal seven (7) hour workday remains in effect but the duties will look different by necessity. Instructional staff will have a specified time set aside for attendance each day/period. There will also be a set time for synchronous instructional sessions that shall total approximately three (3) hours per day and no more than fifteen (15) hours per week. Any alternative scheduling other than the normal seven (7) hour workday, shall be determined by the individual staff member with prior approval of their building administrator.
- 9) **School Make-up Days:**
- a) School make-up days shall be limited to those required by law and will be negotiated as per existing contract.
- 10) **Travel:** No employee shall incur any cost that is a district responsibility nor shall any employee be required to make home visits to students or families.
- 11) **Evaluation:**
- a) **Certificated Staff Evaluation:** The parties agree to the evaluation process described below:
 - i) Employees delivering remote instruction will be evaluated on criteria developed by OSPI or the State TPEP Steering Committee.
 - ii) All certificated staff on a focused evaluation shall receive their summative rating based on the rating from the 2019-2020 school year. If an employee believes a summative rating of Distinguished is warranted, they will have opportunities to submit evidence that increases their summative rating.
 - iii) All certificated staff on a comprehensive evaluation shall be evaluated on Criteria 3, 6, or 8 and one (1) other Criteria of their choosing. Employees delivering remote instruction will have one (1) preplanned observation of thirty (30) minutes. If an employee believes a summative rating of Distinguished is warranted, they will have opportunities to submit evidence that increases their summative rating.
 - b) Should any guidance from OSPI regarding evaluations conflict with the above agreements, the parties will reconvene to reconcile the conflicts.
- 12) **Change in Instructional Model:** In the event of a district-wide closure related to coronavirus/COVID-19, MLEA shall be consulted and the impact shall be negotiated
- 13) **Communication:** The district will continue to provide updates regarding recommendations from appropriate Grant County Health agencies and the Office of the Superintendent of Public Instruction related to school operations and appropriate measures under way to minimize the

spread of the virus. In the event of a school closure, the parties shall meet to discuss working conditions prior to schools reopening.

- 14) Anything not covered under this MOU remains covered under the existing collective bargaining agreement or will be mutually agreed upon by the parties.