

**Memorandum of Understanding  
Between  
Lake Chelan School District and  
Lake Chelan Education Association**

**Whereas**, COVID- 19 continues to create a public health emergency,

**Whereas**, the Office of the Superintendent of Public Instruction (OSPI) has issued requirements for the 2020-2021 school year that substantially affect working conditions of Association members,

The parties agree to the following:

1. This memorandum addresses multiple instructional models and working conditions which exist due to the District's Reopening Plan.
  - A. Determinations around the current stage will be made by the District using available resources and guidance, from OSPI, the Department of Health (DOH), our Governor and the Chelan Douglas Health District (CDDH).
  - B. Employees will be given, at a minimum, three working days' notice when transitioning between distance learning models and face to face instruction.

**2. Health and Safety**

- A. Strict compliance with all relevant District and DOH health and safety protocols will be an essential function of each employee's job.
- B. The District will ensure staff are trained in health and safety protocols for their site before the first student contact day. Employees hired after the start of school shall receive this training prior to their first day with students.
- C. The District will clearly communicate District and DOH health and safety protocols with families and staff, and emphasize the importance of wearing face coverings, staying home when sick, physical distancing of six feet, health screenings, and hand washing.
- D. The District shall provide adequate facilities and supplies for staff and student handwashing as required by OSPI guidelines.
- E. All students, staff, volunteers, and guests must wear face coverings in district buildings.
  - i. The District shall provide face coverings for all staff and students in need of them. No person shall be permitted to enter any school facility unless they are wearing a face covering, except as permitted by the CDHD and DOH guidelines.
  - ii. Provide additional equipment (PPE) for those employees who may be working in situations where others may not be able to also be wearing a mask.
- F. Prior to entering any school facility, students and employees will be required to complete a self-attestation screening for COVID-19 symptoms. No student or employee will enter any school facility if they display any COVID-19 symptoms. Staff and students that exhibit COVID-19 related symptoms while on campus may be subject to further screening by having their temperature checked by district personnel.
- G. Employees assisting with health screenings shall be provided all appropriate medical grade PPE by the District, as described by the DOH, CDHC, and Labor and Industries (L&I).
  - i. No employee in an increased-risk category as described by the Centers for Disease Control (CDC) shall be required to assist with health screenings.

- H. Capacity for students and staff in any facility and/or classroom shall be limited by physical distancing requirements or at least six feet between all students and staff. There may be brief moments, such as passing by others in the hallway, or during play at recess, when students and staff are less than six feet apart from each other. 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.
  - i. Prior to the first student contact day, administrators will determine the number of students that may be in a classroom or other facility while observing physical distancing.
  - ii. The District shall provide appropriate PPE and training for employees who must perform tasks that cannot be accomplished with physical distancing, such as diapering and feeding.
- I. Students and staff who display COVID-19 symptoms shall be immediately excluded from the classroom setting.
  - i. Classrooms and other facilities used by a student or staff member who is excluded as described above will be disinfected according to CDC, DOH, and OSPI guidelines.
  - ii. The District shall provide a safe room for excluded students to wait for their parents/guardians. The room shall be designated specifically for this purpose. No bargaining unit member shall be required or expected to supervise students who are excluded with COVID-19 symptoms.
- J. Employees will be contacted about possible exposure and next steps according to the procedures and guidelines outlined by the CDHD and DOH.
- K. District administration agrees to provide prompt direction to employees when questions or concerns regarding staff and student safety arise.
  - i. District nurse will be a point of contact for questions and concerns regarding health and safety.
  - ii. Employees with questions or concerns should contact building administrators and or the school nurse in order to address issues regarding adherence to health and safety protocols.
- L. Any room occupied by students will be provided with appropriate sanitation supplies that remain within the room during the time it is occupied. The custodial staff will clean all high touch areas outside of the classroom including bathrooms on regular basis throughout the school day.

### **3. Staffing**

#### **A. Increased-Risk Staff**

- i. The District will request that employees in increased-risk categories, as defined by the CDC, who request an accommodation to work remotely, will self-identify as soon as possible.
- ii. Documented increase-risk employees who request remote work as an accommodation may be offered remote assignments and may be provided with out-of-endorsement waivers if needed.
- iii. No remote assignment will be awarded to any members unless it has been first offered to the aforementioned employees.

#### **B. Staff Assignments**

- i. Changes in assignments to meet the unique staffing needs of this year are temporary and intended to last only for the 2020-2021 school year.
- ii. To the extent possible, specialist assignments will be maintained in their certificated field regardless of instructional setting.

#### C. Staff Location

- i. Employees will work on-site during assigned hours as per the District's Reopening plan.
- ii. Employees working on site shall:
  - a. work in their assigned classroom/location;
  - b. wear masks while traveling to and from their workstation;
  - c. follow social distancing requirements;
  - d. be provided a designated workspace; and
  - e. not be permitted to socially gather in groups larger than ten unless agreed to by the faculty.
- iii. Employees working remotely will attest the following:
  - a. a quiet, distraction-free work area in their remote location with an appropriate background virtual instruction
  - b. maintain work hours according to a normal workday schedule.
  - c. high speed internet that allows them to effectively lead virtual meetings.
- iv. Employees in increased risk categories, as defined by the CDC, may choose to work onsite or work remotely for the purpose of planning and delivering instruction during periods of distance learning based on the District's Reopening plan.

#### D. Staff Workload

- i. Class size provisions will be maintained as outlined in the current CBA.
- ii. During the hybrid model no employee shall be required to provide separate instruction and feedback to students who are accessing learning through a remote platform on days when they are providing in-person instruction to a different group of students. (Some exceptions may apply to create educational equity for at risk students).
- iii. Length of Workday and Individual Preparation Time provisions outlined in the current CBA be maintained.

### 4. **Student Expectations**

- A. 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.
- B. Students will be provided age-appropriate instruction on face-coverings, hygiene, and physical distancing within the first week of their return to school, including the possible disciplinary consequences of failure to adhere to protocols.
- C. Students who willfully and knowingly violate safety protocols will be excluded from the classroom, in accordance with the Collective Bargaining Agreement and state law.
- D. 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 discipline violation. These violations will be handled case by case and those employees who either educate or supervise that student will be notified as soon as possible.
- E. Student discipline shall be appropriate to the age and cognitive ability of each child.

### 5. **Professional Development**

- A. All staff will be provided with the necessary training to be successful in the remote environment.
- B. Meetings, including PLCs, of groups of more than ten (10) people shall be provided remotely unless agreed to by the staff of the respective building. Meetings shall be held in spaces where social distancing is possible.

## 6. Labor Management Meetings

- A. Meetings will be used to address concerns that may arise from time to time. These meetings will be scheduled as needed.

## 7. 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 administrative leave while waiting for the results of related COVID-19 testing or if ordered by a healthcare professional or district administrator to quarantine as a result of potential exposure.
- B. The District shall grant up to two weeks of paid sick leave for any employee who has a confirmed case of COVID-19 (paid leave while awaiting test results are not included in the two weeks). COVID19 - FFCRA leave requires documentation be submitted from a health care provider documenting that the staff member has been ordered to quarantined, asked to self-quarantine, or employee is experiencing COVID19 symptoms and is seeking a medical diagnosis. If documentation cannot be submitted, then staff will need to use their available leave or leave without pay. Sick leave will not be used in the event that a school district administrator or the local health department asks an employee to quarantine at home due to exposure. If an employee believes they have been exposed and is awaiting a medical diagnosis he or she should qualify for FFCRA.
- C. An employee who still tests positive after two weeks of quarantine, but is healthy enough to work, will be given the opportunity to work remotely while continuing quarantine. An employee who tests positive for COVID-19 after being exposed to a student who tested positive will be granted paid administrative leave beyond 14 days, if after 14 days the employee still is not healthy enough to return to work.

## 8. Evaluation

Employees will proceed with regular Focused evaluation.

- i. Employees can be moved to a Comprehensive evaluation if notified by December 15<sup>th</sup>
- A. Certificated Staff Scheduled to be on Comprehensive (Continuing Contract)
  - i. Employees will choose two (2) criterion to be evaluated on in the same fashion as the Focused criterion is chosen.
  - ii. The remaining six (6) criterion will be assigned the score from the most recent Comprehensive evaluation.
  - iii. Employees can be moved to a full Comprehensive evaluation if notified by December 15<sup>th</sup>
- B. Provisional Employees (First, Second and Third Year)
  - First Year Provisional Employees
    - a. In the same fashion as the Focused criterion is chosen, determine at least 2 criteria to be formally scored using evidence throughout the evaluation period.
    - b. The remaining criteria are to be scored "N/A" as a default score due to COVID-19 Pandemic circumstances.
  - i. Second- and Third-Year Provisional Employees
    - a. Employees will choose two (2) criterion to be evaluated on in the same fashion as the Focused criterion is chosen.
    - b. The remaining six (6) criterion will be assigned the score from the most recent Comprehensive evaluation.
    - c. Employees can be moved to a full Comprehensive evaluation if notified by December 15<sup>th</sup>.

- C. Teachers with two or more years of successful performance in another Washington State School District or another state who are in their first year of teaching in the Lake Chelan School District will be on a Comprehensive evaluation for their first year ("Provisional 3").
- D. Student Growth Goals:
- i. Teachers will develop Student Growth Goal choosing the goal for criterion 3 or 6. Scores for the other two criteria will be assigned using the most recent Student Growth scores for those criteria. In the event no such scores are available, the score assigned would default to "N/A".
  - ii. Student Growth rubrics for 3.1, 6.1. and 8.1 remain unchanged. Rubrics for 3.2 and 6.2 are considerably modified to meet the goal of supporting reflection and growth in instruction and assessment practices.

Given the fluidity of school reopening, it is understood that situations will evolve. Therefore, the District reserves the right to modify its Reopening Plan. If the District does modify its Plan, it will provide notice to staff and the association. This MOU shall be interpreted and applied consistent with the District Reopening Plan. Thus, both parties are committed to working collaboratively (with flexibility and patience) to problem solve with a spirit of cooperation. As the situation evolves and issues arise during the 2020-21 school year, topics that affect working conditions shall be discussed in labor management meetings. Any portion of the Collective Bargaining Agreement not expressly altered by this MOU shall remain in full force and effect.

This MOU will continue to be in effect through the 2020-21 school year, unless otherwise agreed to by both parties.

Appendix A: Lake Chelan School District Re-opening Plan (In-Person Instruction - Hybrid Model)  
Appendix B: Standard Operating Procedures  
Appendix C: Parent Guardian Safety

Agreed to this 16<sup>th</sup> day of October 2020.

For the Lake Chelan School District

For the Lake Chelan Education Association

  
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Barry P. DePaoli, LCSD Superintendent

  
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Rebecca Benson, LCEA President