

**Memorandum of Understanding
Between the Conway School District and
The Conway Education Association (TA 9/15/20)**

**Concerning School Year 2020-2021 Terms of Employment and
Delivery of Educational Services Impacted by the COVID-19 Crisis**

The District and Association agree upon this Memorandum to address terms of employment and the delivery of educational services affected by the COVID-19 pandemic. This agreement reflects our ongoing shared interest in prioritizing the protection of public health, providing high quality educational services, ensuring equity for students of color and traditionally underserved students in accessing services and support, and clarifying employment matters during this stressful time. These terms are based on our understanding that the State will use emergency authority to provide districts with the flexibility to utilize multiple delivery modalities to satisfy instructional day and hour requirements. The parties recognize that the District will be operating under Washington State DOH guidance, OSPI rules, and local guidance from Skagit County.

Service Delivery Modalities

The District will follow OSPI guidance concerning the educational program and delivery of services. Over the course of the year several modalities may be utilized to deliver instructional and student support services. These include a fully remote instructional model, hybrid learning models which may combine the remote and onsite delivery of services to reach all or specific groupings of students, or an onsite model reconfigured to comply with health department requirements. Regardless of the modality utilized, we commit to prioritizing the health, safety, and social-emotional needs of students, families, staff and the public to the greatest degree reasonably possible. The District and Association will work collaboratively to implement the framework for the District's educational program and the delivery of services. Administrators will work collaboratively with affected certificated staff and/or content work teams on program-, grade-, department- or building-level implementation.

- **Remote Learning Configurations.** The District will work collaboratively with staff teams/groups to implement such remote learning configurations as are necessary to facilitate effective teaching and learning to the greatest degree possible given the extraordinary circumstances presented by the COVID pandemic crisis. This includes determining the scheduling of remote instruction and support services, remote parental outreach, student access, instructional materials, etc. The parties recognize different staff teams/groups may develop unique approaches to delivering services to distinct student groupings. The District's commitment is to work collaboratively with staff throughout the crisis to implement creative and effective methods that support quality instruction and to avoid unilateral directives concerning instructional strategies and methods. As necessary, the Association and District will negotiate remote learning schedules which will include ample time for staff to plan, assess, grade, and fulfill other responsibilities arising from the impact of a remote learning configuration.

- **Remote Learning Protocols.** Employees will be made aware of District rules and expectations specific to remote or hybrid learning modalities. The District will provide guidance to staff concerning the appropriate use of technology, boundaries when interacting with students, parents, etc., security, recording, real-time interaction, public disclosure considerations, and related matters. This guidance will specifically include District clarification concerning the application of District Procedure 5253 when multiple modalities are utilized as part of the District's modified educational program. Such guidance will be updated as is reasonably possible as conditions evolve. Staff are not expected to use personal

devices to interact with students/parents. Staff are expected to complete assigned SafeSchools training prior to school and follow all processes and procedures outlined in the Safe Start Manual.

- **Onsite Work Prior to a Hybrid or Fully Onsite Stage of Instruction.** The district is following public health and State guidance with regards to onsite work. It is the intent of the district to help prevent the spread of COVID-19, therefore the parties agree to follow all current local, state, and federal health protocols and guidelines required for staff that are on campus. Employees may opt to work remotely or onsite during limited or full operations following expectations in the District's Safe Start manual.
- **Hybrid Learning Configurations.** The District will work collaboratively with staff teams/groups to implement such hybrid learning configurations as are necessary to facilitate effective teaching and learning to the greatest degree possible given the extraordinary circumstances presented by the COVID pandemic crisis. This includes the scheduling of remote and onsite instruction and support services, remote and onsite parental outreach, student access, instructional materials, etc. As necessary, the Association and District will negotiate district schedules, ensuring they include time for planning and to fulfill other responsibilities arising from the impact of a hybrid learning configuration. The parties recognize different staff teams/groups may develop unique approaches to delivering services to distinct student groupings. The District's commitment is to work collaboratively with staff teams/groups throughout the crisis to implement creative and effective methods that support quality instruction.
- **Returning to Onsite Learning.** The District will make decisions to resume or curtail onsite operations based on strict adherence to state and local health department, OSPI, Labor and Industries, or other governmental guidance or directives concerning safely reopening in-person. The District commits to a decision-making process that is informed by science-based data as established by health department officials so as to protect the health and safety of staff, students, and the public to the greatest degree reasonably possible.
- **Hours.** When remote or hybrid modalities are utilized, staff will be available during regular work hours on scheduled workdays. Staff are not expected to be available to parents and students outside of normal District hours. If mutually agreed upon by staff teams/groups and administrators, work schedules may be flexible to accommodate outreach to families, IEP meetings, or other tasks that may benefit from occurring outside of the regular workday.
- **Grading, Assessment, and Conferencing.** Should changes to District grading and assessment practices become necessary based on OSPI guidance, the District will involve staff in deliberations concerning modifications. Specific conferencing arrangements will be determined jointly by administrators and staff teams/groups as necessary.

Health and Safety

The parties recognize the risk-tolerance of staff, parents, students, and community members varies significantly with respect to the pandemic and that this is creating conflict concerning the resumption of the traditional in-person educational program. The parties acknowledge different people will have different perceptions regarding the efficacy of the District's efforts to protect health, the degree of risk presented by different circumstances, whether the workplace is safe under the law, whether employees can be compelled to work in circumstances they believe are unsafe and create unreasonable risk for themselves, their families, their students, etc. Therefore,

- District health and safety protocols will comply with guidance from state and county public health agencies, specifically the Department of Health guidance for K-12 Schools for Fall 2002-21 dated August 4th. Strict compliance with all relevant District safety and health rules will be essential functions of each employee's job. All district staff were trained on the safety precautions on August 26th. Staff members have received a copy of the district's Safe Start manual and will comply with the guidelines.
- The District will provide sufficient personal protective equipment to all employees and students in accordance with Department of Health requirements. Staff may utilize their own compliant PPE. The District will work with staff and the Association as necessary to configure classrooms and areas utilized for the delivery of services in a manner that maintains the minimum space requirements established by state and local authorities for the purposes of social distancing. This includes the determination of how many students may be present in each learning environment.
- The administration will enforce the use of PPE and social distancing norms and intervene when anyone refuses to comply with District expectations. In instances where students refuse to comply with health and safety requirements, administrators will contact and work with parents/guardians as necessary to develop a plan to allow the student to return or to provide an alternate learning arrangement.
- The configuration of learning groups, i.e., how students are grouped for the purposes of instruction or the delivery of support services, will be discussed with affected staff teams/groups. The District will make every effort to implement jointly developed solutions.
- The parties recognize it may be necessary or desirable to utilize various non-customary facilities configurations to provide for social distancing. In all instances, such alternate configurations will be discussed with affected staff teams/groups. The District will make every effort to implement jointly developed solutions.
- Certain staff roles, e.g., special education teachers, specialists, primary teachers, etc., require interaction with students and colleagues which may involve physical assistance, physical restraint, or closer proximity to students than is consistent with social distancing requirements. The responsibilities of these staff may increase their risk during this pandemic. The District will work with these staff to jointly determine and implement steps to provide increased protection for staff and students in these circumstances. The parties recognize solutions may be unique to the circumstances and specific to staff assignments. The District will make every effort to implement jointly developed solutions. Solutions will be based on health and safety guidelines developed by the CDC, Department of Health, Labor and Industries, and/or OSPI. Reasonable costs associated with these solutions will not inhibit implementation of solutions aimed at protecting health and safety.
- The District will adhere to all Department of Health or other governmental requirements concerning cleaning and sanitizing facilities. The intent of the parties is to ensure continuous, vigorous efforts to maintain the cleanest possible work and learning spaces to the greatest degree reasonably possible. In instances where staff become aware of acute situations requiring attention or less than adequate measures, staff will contact their administrator who will immediately intervene. Staff with unique needs resulting from their assignment will work with the District to ensure adequate supplies are available, protocols and timelines are in place, and cleaning standards are met.

- The District will ensure all HVAC systems are monitored, routinely maintained, promptly repaired, and comply with Department of Labor and Industries and Health Department requirements to ensure systems are functioning properly to provide maximum fresh air supply, filtration and circulation to help prevent the spread of the COVID virus. As necessary, the parties will negotiate to ensure appropriate implementation and compliance of such indoor air or environmental standards related to COVID as are established by governmental authorities.
- The District will adhere to all Department of Health or other governmental requirements concerning the check-in, admittance, and exclusion of students, staff, and others to and from buildings. This may include health screenings, temperature checks, or such other steps as are necessary to mitigate the risk of viral spread. In the event it is determined that someone must be excluded or denied admittance, District administrators will be responsible for promptly addressing this and working with staff, students, families, health officials, etc., to determine follow-up steps that may be necessary, e.g., quarantining, contact tracing, etc. In the event a student or staff member tests positive for COVID, or if anyone exhibits symptoms of illness during onsite activities, the District will coordinate with health department officials to take appropriate steps. This may include excluding those exposed from onsite activities for an appropriate period of time until cleared by health officials to return, notifying those who may have been exposed, and taking such other action as health authorities advise.
- When the District is operating a hybrid model of learning with some staff and students on campus, the District will convene in-person meetings only when alternative online meetings are not an option. In any event, the District will comply with all State and local health department requirements when in-person meetings are required.

Compensation and Benefits

- **Continuation.** Terms contained in the Collective Bargaining Agreement apply regardless of the service delivery modality and instructional format utilized except where explicitly modified by law or this MOU.
- **Benefits.** The implementation of such additional benefits as may be provided by law during the COVID crisis will be negotiated by the parties as necessary.
- **Supplemental Contracts.** Where the duties associated with a stipend can be substantially fulfilled, supplemental contracts covered by the Collective Bargaining Agreement will be issued to employees as normal such that no loss of pay results due to the COVID pandemic crisis. The District and the Association will review all scheduled stipends to determine if the activity or event will occur during the 20-21 school year and whether a stipend or modified stipend is appropriate. In the event the duties associated with a particular stipend cannot occur and cannot reasonably be modified, no stipend will be provided.
- **Substitutes.** Employees will report absences and use the applicable leave when not available during the workday to carry out their normal responsibilities. Employees will utilize the normal absence and substitute reporting mechanisms.

The District will not contest unemployment benefit eligibility for qualified substitutes.

Calendar and Workload

- **Calendar.** In the event the calendar needs to be modified, the District and Association will work together to determine appropriate modifications.

- **Workload.** Individual or staff team/group-specific circumstances that prompt concerns over increased workload resulting from programmatic changes, alternate learning modalities, modified responsibilities, etc., will be discussed between administrators and staff. The District acknowledges that the utilization of multiple service delivery modalities, alternative student configurations, heavy reliance on technology, and other factors may result in instances of increased workload. The District and the Association commit to working collaboratively throughout the crisis to establish understandings, norms, and reasonable expectations that mitigate the impact of the modified educational program on workload. The following understandings additionally inform the District's commitment to staff:
 - The District values, encourages, and recognizes the importance of staff creativity in implementing the District's modified educational program. The District acknowledges this creativity and commitment will result in practices that vary from one teacher to another.

 - The parties share an expectation that administrators and staff will work closely to solve situational problems and address specific workload concerns by taking concrete steps intended to address these concerns.

 - The parties recognize the complexity and difficulty in implementing the District's modified educational program and express our commitment to assuming positive intentions, seeking balance in program design, and maintaining reasonable expectations for all staff in their respective roles.

Assignments and Leaves

- **Assignments.** The District will maintain existing staff assignments as much as possible during the crisis. When remote, hybrid, or reduced onsite formats are in effect, the District will work with affected staff teams/groups and individual staff as necessary to determine modified assignments when normal assignments cannot be reasonably maintained. In doing so, the District will balance the needs of the educational programs, challenges presented by the unique student configurations prompted by the crisis, and where possible accommodate employee preferences. The parties further recognize:
 - Health-related or government-mandated accommodations may be a factor in determining assignments, e.g., employees with approved accommodations under the ADA or high-risk employees may be assigned prior to the assignment of other employees.

 - When a particular assignment requires onsite services and an employee maintains they cannot fulfill that assignment as a matter of COVID-related circumstances, the District will work with the employee to find an alternative remote assignment or assist the employee with appropriate leave as outlined by Washington State Labor and Industries. Provided, in all instances, the District's obligation to continue paid employment will be fulfilled no less than up to the limit of the law as established by governmental COVID-related orders.

- If remote assignments are not available for employees unable to fulfill an assignment at a District worksite, the District will work with affected employees to identify all available paid leave, unpaid leave, insurance benefits, and other governmental benefits available under law or this Collective Bargaining Agreement. Provided, in all instances, the District's obligation to continue paid employment will be fulfilled no less than up to the limit of the law as established by governmental COVID-related orders.
- **Alternative Assignments.** Employees who (a) have tested positive for COVID-19 but are not incapacitated (e.g., asymptomatic COVID diagnosis), (b) been directed or advised to be quarantined by medical or governmental officials, or (c) are in a high-risk category as determined by federal, state, or local law may continue to fulfill their professional responsibilities remotely for the duration of this MOU provided alternative remote work assignments are reasonably available. Provided, in all instances, the District's obligation to continue paid employment will be fulfilled no less than up to the limit of the law as established by governmental COVID-related orders.
 - In the event the number of employees who request a remote work assignment exceeds the number of remote assignments available, the following procedures will apply:
 - Employees entitled to a remote work assignment based on an accommodation under the ADA or other governmental mandate (e.g., high-risk status) will have priority and will be assigned first in accordance with prevailing law.
 - The District will first determine available work based on programmatic needs.
 - Employees will then be assigned based on their endorsements and seniority, i.e., the most senior employee endorsed to fulfill the available assignment will be assigned first.
 - If an employee declines an assignment, the District will offer the assignment to the next qualified employee. The employee declining the assignment will continue to be offered assignments based on the above procedures and advised of their leave options as outlined by L&I guidance for employees that choose not to accept work assignments.
- **Leave Configurations.** Due to the extraordinary nature of the COVID public health crisis, the parties acknowledge the need to provide flexibility in the application of all leaves and leave combinations available to employees. This includes the application of such additional COVID-specific leave benefits as may be provided under the law.
- **Available Leaves.** Regardless of the service delivery modality in effect, if an employee is unable to fulfill their professional responsibilities:
 - The employee will first be afforded the use of all available current and/or COVID specific leaves provided under state or federal law. The employee may elect to combine all these leaves as applicable by Washington State and Federal Laws.
 - When all available paid COVID-19 leaves provided under state or federal law have been exhausted, and an alternative remote assignment is unavailable, employees who are required to

quarantine at home due to exposure at a District worksite, as confirmed by the Skagit County Health Department or other public health agency, shall be afforded paid administrative leave for the duration of the quarantine or illness until cleared to return by a medical professional.

- When an alternative remote assignment is unavailable, employees who are required to quarantine at home due to reasons that cannot be definitively attributed to the workplace, will first utilize all available paid COVID-19 leaves provided under state or federal law. Once such leave has been exhausted, employees who cannot return to an onsite assignment shall be afforded up to ten days of paid administrative leave after which the employee may use available accrued leave.
 - When an alternative remote assignment is unavailable, employees who are required to quarantine at home due to verified exposure to COVID outside of the workplace, will first utilize all available paid COVID-19 leaves provided under state or federal law. Once such leave has been exhausted, employees who cannot return to an onsite assignment may use available accrued leave.
 - Employees will be eligible for these leaves to the full extent of the law and until cleared to return to work by a medical professional. The District may require verification of the employee's condition from a medical professional.
 - In the event the employee's unique circumstances (e.g., the employee contracts COVID while on a non-COVID leave) require the use of leave accrued under the Collective Bargaining Agreement, the employee may elect to configure all available leave to ensure that pay and/or the duration of the leave may be maximized. The District and the Association may revisit this if the District encounters challenges in the proposed application of leave.
 - The District will review unpaid leave of absence requests for the 2020-21 school year for employees who have no other leave options under state or federal law, or under the terms of the current CBA.
- **Non-COVID Leaves.** For non-COVID related matters, employees may continue to utilize such other leaves as are provided by the Collective Bargaining Agreement.
 - **COVID Leave Disposition.** When the resumption of traditional onsite school operations is anticipated, the parties will determine whether paid COVID-specific leave will remain in effect for an agreed upon period after reopening occurs, and how this leave will be applied to employees who are ill from the virus, directed or advised to be quarantined because of the virus, or in a high-risk category determined by federal, state, or local government officials.

Evaluation

The District and Association will follow statutory, contractual, and OSPI requirements regarding the evaluation of certificated staff for 2020-21. If further modifications are allowed or required by OSPI, the parties will negotiate such revisions as may be necessary to structure evaluation in a way that mitigates the impact on workload arising from the unique circumstances of the District's modified educational program. Where OSPI's guidance provides

optional evaluation paths, or where specific individual employee concerns exist, the parties will make a determination as to the appropriate action on a case by case basis.

- **Commitments.** Consistent with OSPI's guidance, the parties recognize:
 - Since teaching and learning modalities may change quickly and often, a formative approach is particularly important in supporting staff.
 - Opportunities for providing/substantiating evidence in the usual ways may be restricted and, with this, the absence of evidence for an indicator or component should not be cause for lowering a score.
 - The issues arising from working in multiple modalities, e.g., internet access, health concerns, children at home, etc., affect staff work and the impact of this context must be thoughtfully considered when employees are evaluated.
 - The importance of establishing reasonable expectations for staff at the outset of the year and ensuring robust support is provided to meet these expectations.

Enforcement and Expiration

- This MOU is not precedent-setting and is intended to address the specific and unprecedented COVID crisis. This Memorandum applies to all Conway 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. This Memorandum of Understanding will remain in place for the duration of the 2020-2021 year or until such time as onsite school operations fully resume. All other provisions of the Collective Bargaining Agreement remain in full effect. Given the evolving nature of the issues arising during this crisis, the parties will bargain the impact of changes to terms and conditions of employment either addressed or not yet addressed in this MOU as necessary. This includes but is not limited to rules and expectations arising from the impact of the utilization of remote modalities, the impact of the modified educational program on responsibilities, hours, schedules, and workload, and matters concerning safety and health.

Agreed to this ____ day of _____, 2020.

FOR THE ASSOCIATION

FOR THE DISTRICT