

1 **Memorandum of Understanding By and Between**

2 **The Chehalis School District and**
3 **The Chehalis Education Association**

4 **Agreement Regarding Terms of Employment and Delivery of District Services Impacted by**
5 **the COVID-19 Crisis**

6 The District and Association agree upon this Memorandum amidst the COVID-19 pandemic in
7 order to resolve questions regarding employment and District services in this unprecedented
8 time.

9 Beginning October 2020, the Chehalis School District, based on new recommendations from the
10 Lewis County Health Department, began bringing students back to in-person instruction. The
11 parties understand that as conditions change, the parties must be ready to pivot at any time
12 between remote, hybrid and in-person learning.

13 These stages will be determined by the impacts of a changing health situation, available
14 resources, and direction from OSPI, our Governor and our Health Department(s). As the public
15 health situation continues to evolve, the District and the Chehalis Education Association will
16 continue to work together to review the impact of these models and, if necessary, will renegotiate
17 the MOU. Our instructional model(s) continuing the 2020-2021 school year, will prioritize the
18 health and safety of our students, staff and entire district-community, positive and justice-driven
19 educational outcomes, the social-emotional needs of students and staff, and thoughtful financial
20 stewardship.

21 **Transition from full distance learning to in-person learning**

22 Kindergarten students will follow an A/B schedule for in-person learning starting on October 5,
23 2020. Staff will follow the same schedule, keeping Wednesday as a teacher collaboration and
24 professional development and office hours focus. Class sizes will be evaluated to determine
25 feasibility of returning to a full-time and five days a week schedule for Kindergarten.

26 A rolling start to in-person learning will continue and first grade students will begin an A/B
27 schedule on October 26, 2020. Class sizes will be evaluated to determine feasibility of returning
28 to a full-time and five days a week schedule for first grade.

29 Students in second through fifth grade will begin an A/B schedule on November 2, 2020. The
30 week of November 2-6 will follow the district calendar, including early release for parent
31 conferences.

32 Students in sixth through eighth grade will begin an A/B schedule on November 16, 2020.

33 Students in ninth through twelfth grade will begin an A/B schedule on November 30, 2020.

34 It will not be the district's intent, but circumstances may arise, where combining online platforms
35 and in-person instruction need to occur, especially in cases of student overflow. Such overflow
36 may occur in order to keep social distancing protocols in place and result in students logging into

37 classes remotely. Employees may choose to combine online platforms and in-person instruction
38 to enhance instruction.

39
40 The district will do everything possible to prevent teachers from having to teach both remotely
41 and in person (including class loads that require out-of-classroom overflow, as well as
42 independent study courses). Should the need arise, the CEA president will be informed and given
43 the reasons for it. An overflow meeting will be scheduled ASAP to discuss remedies that could
44 include but are not limited to an extra prep period, consistent EA for the class, and/or extra
45 compensation for the added workload.

46
47 To ensure equity in learning, students will be scheduled into the overflow room. Classroom
48 teachers will not be expected to contact parents when students are scheduled into the overflow
49 room.

50 The District and Association agree that, as long as the District is on a distance learning and/or
51 distance learning/Hybrid A/B schedule, Wednesdays will remain asynchronous. Staff on a
52 distance learning model or an A/B schedule will continue to participate in Wednesday
53 professional development, collaboration, and office hours. The need for these days to continue
54 will be evaluated and agreed to by both the District and the Association at the end of first
55 semester.

56
57 The District will notify all staff 24 hours in advance, if at all possible, of notifying the public of
58 any changes in instruction or school closures.

59
60 The District will provide one day of asynchronous time for teachers to prepare for
61 switching/pivoting between any changes in instruction modes – e.g. distance, hybrid A/B.

62
63 1. **Health and Safety:** District-wide health and safety protocols will be designed to comply
64 with guidance of all applicable public health agencies. Strict compliance with all relevant
65 District safety and health rules will be an essential function of each employee's job. Effective
66 on the date of this MOU, the Chehalis School District's Health and Safety Protocols are
67 described in Appendix A.

68 a. **Employees who are at an increased risk:** All staff have the opportunity to request
69 accommodations due to increased risk of serious health consequences due to contracting
70 the COVID-19 virus. This request must be made to the Chehalis School District Human
71 Resources Department. Any staff member who makes such a request may elect to be on
72 remote status until such time that the request has been processed and a final
73 determination has been made.

74 b. Should the employee not wish to perform face-to-face instruction, the employee may be
75 eligible for accommodation or leave. Approval for accommodations will be determined
76 on a case-by-case basis.

77 c. Information about employees who access leave, related to COVID-19, will not be used
78 during the evaluative process.

79
80 2. **Compensation:** Employees on continuing and leave replacement contracts will continue to
81 be compensated under the terms of the Collective Bargaining Agreement as a result of the

82 school closure(s) related to COVID-19. There shall be no reduction of compensation for any
83 supplemental contracts as a result of the school closure(s) related to COVID-19, so long as
84 the work related to the contract is appropriately adapted to the learning platform or
85 assignment as approved by the District.
86

- 87 3. **Leaves:** COVID-19 presents unique health, family, disability and staffing challenges for the
88 District and its employees. The following provisions are included to provide clear, objective,
89 and practical options for the District and the employees facing those challenges. In all cases,
90 strict compliance with all relevant District safety and health rules will be an essential
91 function of each employee's job.
92

93 a. **Exposure to COVID-19:** Employees who are exposed to any student or other district
94 employee who displays COVID-19 symptoms or who has a suspected or confirmed
95 case of COVID-19, or who are exposed to any student or staff member who was in
96 close contact with someone with a confirmed case of COVID-19 shall be notified by
97 the Department of Health and/or District as soon as reasonably possible.
98

99 i. The district shall provide a resource list of testing sites to assist any employee
100 who is exposed to COVID-19 as described above in being tested for the virus.

101 Note: Testing sites for Lewis and Thurston County are listed on the district
102 website as part of the COVID-19 Staff Resource Guide.

103 ii. The district shall reimburse any employee for out-of-pocket costs of the test
104 related to COVID-19 when an employee has been exposed to a student or staff
105 member as described above.

106 iii. The district shall provide full paid administrative leave and benefits for any
107 employee who is awaiting the results of COVID-19 testing because of exposure as
108 described above.

109 iv. Any employee under quarantine may work remotely from home.
110

111 b. **Employees Quarantined Due to Possible Exposure to COVID-19:** Employees who
112 have been advised by a public health agency or healthcare provider to quarantine at
113 home due to possible exposure to COVID-19 may not come to work at a District
114 work site.
115

116 i. Any employee under quarantine, who is not ill, may work remotely from home or
117 take appropriate leave. Eligibility for federal COVID leaves require medical
118 documentation from a healthcare provider.
119

120 c. **Employees Caring for Someone with COVID-19/Suspected COVID-19:**

121 Employees who are caring for an individual in their household who is subject to
122 quarantine because that individual has been diagnosed with COVID-19, or is
123 experiencing symptoms of COVID-19 and is seeking a medical diagnosis, may not
124 come to work at a District work site however may work remotely from home.

125 Employee may be eligible for any or all of the following benefits under the terms of
126 the applicable collective bargaining agreement (CBA) or the Families First
127 Coronavirus Response Act (FFCRA):
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- i. Alternative assignment or location for work/services which may be provided from home with District provided technology, if applicable;
 - ii. Emergency Paid Sick Leave Act up to the statutory EPSLA cap (\$200/day);
 - iii. Leave for illness, injury or emergency;
 - iv. Shared leave;
 - iv. Personal leave;
 - vi. Washington Paid Family Medical Leave (PFML);
 - vii. Family Medical Leave Act (FMLA) (unpaid leave except for continued health insurance benefits);
 - viii. Unpaid leave of absence for the period of time the employee is unable to come to work at a District work site; and
 - ix. Unemployment benefits.
- d. **Increased-Risk Employees:** Employees who are at an increased risk of severe illness or death from COVID-19 as that term is defined by the Governor’s proclamation may choose to come to work at a District work site when required by the employee’s assignment and the District will provide a reasonable accommodation, (including but not limited to working remotely from home on Wednesdays) as needed and deemed appropriate. The employee may be eligible for any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or the Families First Coronavirus Response Act (FFCRA):
- i. Alternative assignment or location for work/services which may be provided from home with District provided technology, if applicable;
 - ii. Emergency Paid Sick Leave Act (EPSLA) up to the statutory EPSLA cap (\$200/day);
 - iii. Leave for illness, injury or emergency;
 - iv. Shared leave;
 - v. Personal leave;
 - vi. Washington Paid Family Medical Leave (PFML);
 - vii. Family Medical Leave Act (FMLA) (unpaid leave except for continued health insurance benefits);
 - viii. Unpaid leave of absence for the period of time the employee is unable to come to work at a District work site; and
 - ix. Unemployment benefits.
- e. **Increased-Risk Individual in the Employee’s Household:** Employees who themselves are not at an increased risk, but have someone in the household who is at an increased risk of severe illness or death from COVID-19 as that term is defined by the Governor’s proclamation must be onsite to perform face-to-face instruction. Should the employee not wish to perform face-to-face instruction, the employee may be eligible for accommodation or leave. The employee may choose to come to work at a District work site when required by the employee’s assignment or the employee may be eligible to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or the Families First Coronavirus Response Act (FFCRA):

- 176 i. Leave for illness, injury or emergency (accrued leave may be used during the
177 state of emergency related to COVID-19 to limit exposure to a family);
 - 178 ii. Personal leave;
 - 179 iii. Leave of absence, without pay, for the 2020-21 school year.
- 180
- 181 4. **Employees Who Otherwise Choose to Not Work at a District Work Site Due to Concern**
182 **for Safety:** Employees who allege their workplace is unsafe related to COVID rules not
183 being followed are encouraged to immediately email their concerns to their choice of their
184 building principal, program administrator or District safety officer, Debby Gregory. The
185 District will notify the CEA President immediately of all reports. Such employees may also
186 have recourse through the Department of Labor & Industries under WAC 296-360-150. If
187 within three school days the problem is not remedied the employee may work remotely from
188 home until the issue is resolved.
- 189
- 190 5. **Possible Limitations:** All the contractual, insurance and statutory leave benefits referenced
191 above have specific rules or external agencies that govern their application, and the terms of
192 this agreement will be interpreted consistent with those rules and agencies. Some of the leave
193 entitlements may require documentation from a health care provider or childcare provider.
194 The leave entitlements within the Families First Coronavirus Response Act (FFCRA): (both
195 Emergency Paid Sick Leave Act and Emergency Family Medical Leave Act) currently expire
196 December 31, 2020.
- 197
- 198 6. **Meetings, Trainings, Professional Development:** All meetings, trainings, and professional
199 development provided by the district will follow social distancing standards as recommended
200 by the State and/or LCHD. Remote access shall continue to be available for bargaining unit
201 members who prefer to attend remotely to minimize COVID19 exposure. Employees
202 working from home on an approved accommodation will be required to attend remotely (or
203 in-person), if preferred.
- 204
- 205 7. **Instructional and Service Delivery Model:** See Appendix A, Conditions for In-person
206 Learning.
- 207
- 208 8. **Meetings and Review:** The District and the Association will meet weekly to review the
209 status of the MOU, PD Plans, District Calendar, Safety Plan, Evaluations, Instructional
210 Model, OSPI Guidelines, County Health Recommendations, and CBA, and revise as
211 appropriate throughout the school year. These meetings will be held weekly until otherwise
212 mutually agreed upon.
- 213
- 214 9. **Communication:** The District will continue to provide updates regarding recommendations
215 and requirements from appropriate public health authorities at the state and county level and
216 the Office of the Superintendent of Public Instruction related to school operations and
217 appropriate measures under way to minimize the spread of the virus. The parties shall meet to
218 discuss working conditions prior to schools reopening. District Building administrators will
219 schedule clear weekly communications ensuring that staff hear a consistent message
220 throughout the district.
- 221
- 222

223 10. **Evaluations**

224
225 It is agreed between the Chehalis School District (CSD) and the Chehalis Education
226 Association (CEA) that the following evaluation criteria shall occur for the duration of 2020-
227 21 school year:

228
229 **Observations**

230 For teachers who are in a hybrid model, observations shall only take place and occur for in-
231 person instruction and or lessons, unless at the teacher’s discretion, and on a voluntary basis
232 it is agreed that a virtual option may be a suitable substitute.

233
234 At the teacher’s discretion, and on a voluntary basis, asynchronous video may be viewed
235 utilized as part of the observation process when the said teacher grants permission
236 authorization, or in situations in which asynchronous instruction is the only instructional
237 model used by the teacher.

238
239 No employee who currently has a current work from home agreement will be required to
240 report on-site, or to any district worksite or facility for any observation or evaluation
241 meeting.

242
243 **Evaluations**

244 For the duration of this MOU, the District will follow OSPI guidelines related to evaluation
245 of all certificated employees.

246
247 For teachers who are scheduled for a Focused evaluation the district will proceed with a
248 regular Focused evaluation process.

249
250 For provisional employees and teachers in years two and beyond who are scheduled for a
251 Comprehensive evaluation under RCW 28A.405.100 will be evaluated on two criteria to be
252 formally scored using evidence provided during the 2020–21 school year. Remaining six
253 criteria to be scored by assigning score received in most recent Comprehensive evaluation.
254 Teacher can be moved to regular Comprehensive cycle (all 8 criteria) if notified in writing by
255 December 15.

256
257 For teachers in their first year of teaching/leading, the Comprehensive evaluation will be
258 based on at least two criteria to be formally scored using evidence provided during the 2020–
259 21 school year. Remaining criteria will be scored “Basic” as default score. The District will
260 note the use of “default scores due to the circumstances of the COVID-19 pandemic” where
261 applicable.

262
263 For teachers with two or more years of successful performance in another Washington state
264 district or another state who are in their first year of teaching/leading in a new district (and,
265 therefore, on a Comprehensive evaluation) “Provisional 3” the Comprehensive evaluation
266 will be based on at least two criteria to be formally scored using evidence provided during
267 the 2020–21 school year.

268

269 General and special education teachers who are on a shortened TPEP comprehensive
270 evaluation will be evaluated on Criterion 2 (Demonstrating Effective Teaching Practices) or
271 Criterion 3 (Recognizing individual student learning needs and developing strategies to
272 address those needs) and 7 (Communicating and collaborating with families and school
273 community) unless they are on a plan of improvement or have a notation in their 2019 or
274 2020 evaluation notating the need to focus in an alternative criterion.

275 For teachers on probation or a plan of improvement a complete comprehensive evaluation
276 over all eight criteria will occur. NOTE: To acknowledge the impacts of COVID-19 on the
277 workplace, workday, students, available technology, resources, internet connectivity, and
278 working remotely during a pandemic, the district shall provide a mentor, documentation, and
279 evidence of continued support(s) for all teachers who are on probation or a plan of
280 improvement during the 2020-21 school year, and shall include association input and
281 representation during all formal and informal observations.

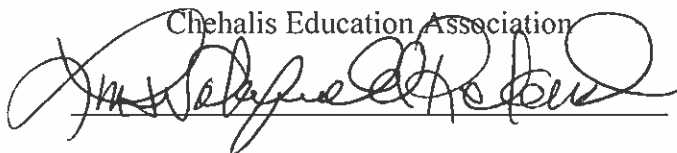
282
283 Should the district not follow or abide by the aforementioned criteria, teachers on probation
284 or a plan of improvement's evaluation(s) shall be scored as "Basic" as the default score.

285
286 As per OSPI Guidance, and recommendation(s), it shall be recognized that opportunities for
287 bargaining unit members to provide/substantiate evidence in the usual ways may be
288 restricted, and as such, the absence of evidence for any indicator or component shall not
289 serve as cause, or justification for lowering a bargaining unit member's score. Additionally,
290 the district shall honor the importance of implementing (reasonable) expectations and
291 accommodations for bargaining unit members at the outset, and thus ensure that robust,
292 continued, consistent, and equitable supports are provided to meet evaluative and
293 professional expectations for all bargaining unit members.

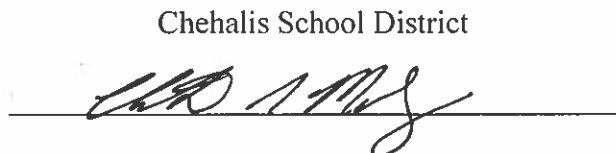
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295 **Goal Setting Conferences**

296 For the 2020-21 school year goal setting conference deadline shall be no later than January 31,
297 2021.

298
299 10. **Effective Dates:** This MOU shall be in effect for the 2020-21 school year and shall sunset on
300 the last instructional day of the school year, or earlier if it is determined by the District to be
301 safe to bring all students and staff back for in-person instruction. All other provisions of the
302 collective bargaining agreement shall remain in full effect. This MOU is not precedent setting
303 and is intended to address the specific and unprecedented health emergency presented by
304 COVID-19.

Chehalis Education Association


12/14/20
Date

Chehalis School District


12-15-2020
Date

305

APPENDIX A: HEALTH AND SAFETY CONSIDERATIONS and PROTOCOLS

District wide health and safety protocols will be provided to all employees through the District COVID-19 Staff Resource Guide located on the Chehalis School District website. The District will review guidance from state and county health departments, and the state Department of Labor & Industries, as it is made available, to update strategies and protocols on the district website as the guidelines evolve. Principals, serving in the role of Building COVID-19 Supervisors, will communicate the availability of the District COVID-19 Staff Resource Guide to their building staff and be available for questions about health and safety protocols and procedures, as they relate to the building they administer.

Items addressed in the COVID-19 Staff Resource Guide will include guidelines and protocols to address the following: **As the state or local guidelines change, the COVID-19 Staff Resource Guide will be updated.

- Face Coverings/Masks
- Personal Protective Equipment (PPE)
- Attestations
- Leaves
- Distancing
- Substitute Teachers
- Attendance/Skyward
- Classroom Library
- Return to School Scenarios
- Cleaning and Sanitizing
- Classroom Setup
- Hand Washing
- Frequently Asked Questions

The District will post on its COVID19 Staff Resource Guide the most recent Lewis County Health and Social Services decision-making flowchart related to COVID 19. The District will attempt to post new information to the COVID 19 Staff Resource Guide within 24 hours of knowledge of such new information.

Conditions for In-person Learning

The decision to provide in-person instruction will be determined by the District Administration and Board of Directors.

The District understands that the Lewis County Health Department is responsible for contact tracing and procedures and will work with the LCHD as necessary in an attempt to provide prompt notifications to any staff who may have been exposed to a student or staff member who has tested positive for COVID-19.

350 **CHEHALIS SCHOOL DISTRICT COVID 19 STAFF RESOURCE GUIDE**

351
352 Information pertaining to all items listed below can be found on the Chehalis School District
353 website.: **As the state or local guidelines change, the COVID-19 Staff Resource Guide will be
354 updated.

355
356 **Face coverings/PPE**

357
358 Face coverings/masks are to be worn by all staff, unless an accommodation has been approved
359 through the HR Department. The District shall provide required PPE necessary for all staff to
360 perform their job duties. School nurses shall be provided medical grade PPE as necessary.
361 Training on how to properly wear face coverings can be found by accessing the COVID19 Staff
362 Resource Guide on the District website. Principals, serving in the role of Building COVID19
363 Supervisors, will communicate the availability of the District COVID-19 Staff Resource Guide
364 to their building staff and be available for questions.

365
366 **Attestations**

367
368 School staff will conduct their own health screenings including temperature checks and will
369 document their lack of symptoms prior to entering buildings through the District provided APP
370 or form.

371
372 **Leaves**

373
374 Reference items #1 through #4 and the COVID 19 Staff Resource Guide.

375
376 **Distancing**

377
378 The District expectation for physical distancing is at least 6 (six) feet. Teachers may work with
379 Principals (COVID 19 Building Supervisor) on the setup of classrooms (see Classroom Setup).

380
381 In common areas, staff are required to wear facial coverings, except for when eating; however,
382 social distancing must continue to be practiced.

383
384 The Building Administrators will work with their staff to provide “mask respite areas” for staff
385 and students to meet guidelines for COVID safety and social distancing.

386
387 Each building will provide and/or designate a safe, appropriate, and adequate space for members
388 to use for duty free lunch and breaks.

389
390 **Substitute Teachers**

391
392 The District has a list of teachers who have been trained in district instructional formats. They
393 may be accessed through the Online Substitute Service or by contacting the building secretaries.

394
395

396 **Attendance/Skyward**

397
398 The District will follow guidance from OSPI related to student attendance during the COVID-19
399 pandemic as indicated in the COVID-19 Staff Resource Guide on the District website.
400

401 **Classroom Library**

402
403 Classroom libraries may be maintained as long as protocols as listed in the COVID-19 Staff
404 Resource Guide on the District website are adhered to.
405

406 **Return to School Scenarios**

407
408 The Chehalis School District Return to School Scenarios Document may be obtained from the
409 COVID-19 Staff Resource Guide on the District website.
410

411 **Cleaning and Disinfecting**

412
413 **Elementary (grades K-5)**

414 The District will provide each classroom with supplies to be used for cleaning between
415 classes. Teachers will have students wipe their work areas at natural class transitions.
416

417 **Secondary (grades 6-12)**

418 The District will provide each classroom with supplies to be used for cleaning between
419 classes. Teachers will have students wipe their work areas prior to leaving class.
420

421 **All Schools**

422 The District will be responsible for disinfecting of classrooms on a daily basis and in
423 cases of an exposure or positive COVID-19 report.
424

425 Any room, space and/or building that cannot be cleaned and disinfected, due to lack of
426 trained personnel, will not be allowed to be reoccupied until required cleaning and
427 disinfecting has been verified and documented as complete. This may require closing or a
428 delay of school.
429

430 Deep cleaning following District protocols will be done in any room/location a person
431 accessed who had a confirmed case of Covid-19. Any room which was evacuated due to
432 COVID-19, shall not be reoccupied until required cleaning and disinfecting has been
433 verified and documented as complete.
434

435 **Ventilation:** Any room with questionable ventilation, or lacks a window, a teacher may request
436 an air purifier.
437

438 Any courses required to meet outside to maintain safety protocols will be provided appropriate
439 heating equipment.
440
441

442 **Classroom Setup**

443 Teachers may work with Principals (COVID-19 Building Supervisor) on the setup of classrooms
444 (see Distancing).

445
446 **Handwashing**

447 The District shall provide adequate facilities and supplies for handwashing. In addition to
448 classroom sinks and restroom facilities, handwashing stations are located within each building.
449 Students are expected to sanitize their hands as they enter classrooms.

450
451 **Frequently Asked Questions**

The COVID-19 Staff Resource Guide will include questions asked randomly that are deemed important information to all staff.