

**Memorandum of Agreement**  
**Between**  
**Easton Education Association (EEA)**  
**And**  
**Easton School District School District (ESD)**

Whereas the EEA and ESD have serious reservations about the safety and feasibility of opening school buildings as planned in September, and;

Whereas we are especially concerned because we know the dangers of COVID-19 disproportionately impact communities of color and people in poverty, and;

Whereas COVID-19 continues to create a public health emergency and the Office of the Superintendent of Public Instruction has issued requirements for the 2020-2021 school year that may be determined to substantially affect the wages, hours, and working conditions of all Associations' members;

And whereas it is the duty of the District to provide safe and equitable learning conditions for all students and staff, which explicitly serves Black, Indigenous, and students of color, students living in poverty, students who identify as LGBTQ+, and students receiving Special Education, English Language Learner, and McKinney-Vento services, the parties agree to the following:

**Part I – Remote Learning – (Continuous Learning 2.0)**

**I. Reopening Timeline**

- A. The District will provide remote learning for all students starting on the first day of the school year. It is anticipated that teachers will work at school to ensure that they have all the necessary materials and technology. Exceptions may be made by the Superintendent on a case-by-case basis. In the case that the building is closed due to order of the Health Department or other government authority, employees will be expected to work from home.
- B. The District will abide by the recommendation that regular in-person instruction will not be possible until the county has achieved less than 25 COVID-19 cases per 100,000 population for a minimum of fourteen (14) days.
- C. All extra-curricular and co-curricular activities will be postponed and follow District and WIAA guidelines, or until the conditions in “B” above have been met.

**II. Student and Staff Health Precautions**

- A. Face coverings:

1. All employees, students, and building visitors shall properly wear a cloth mask that covers the chin, mouth, and nose, while at any district facility or in any district vehicles or attending any district event, except:
    - i. those with a disability that would prevent them from wearing or removing a mask
    - ii. those with diagnosed respiratory conditions that would prevent wearing mask, or trouble breathing
    - iii. those who are deaf or hard of hearing and use facial and mouth movements as part of communication are required to wear masks, but will be provided special clear style masks specifically for deaf and hard of hearing individuals.
    - iv. those advised by a medical, legal, or behavioral health professional that wearing a mask would pose a risk to that person
  2. The District shall provide daily disposable masks for all employees and students as needed.
  3. Employees may choose to provide their own masks that meet the same standard of effectiveness as District-provided masks.
  4. Face shields may at the option of the employee. The District shall provide face shields in these instances.
  5. Employees working with students who cannot wear a mask for the reasons described in II.A.1 above shall be provided all appropriate personal protective equipment (PPE), including but not limited to KN95 masks, eye protection/face shields, gloves and clothing, as described by the L&I, the DOH, and the CDC.
  6. The District shall create a process by which students not wearing masks (except those students in categories outlined in II.A.1 above) will be promptly identified, removed to a designated safe location separate from any potential interaction with students and non-supervising staff, and required to wear a mask before returning to an in-person learning environment. Administration will be responsible for any student discipline regarding face masks.
- B. Health Screenings: Prior to entering the school facility, students and employees will provide attestation or be screened for COVID-19 symptoms and will have their temperature checked by district personnel. No student or employee will enter any school facility if they display any COVID-19 symptoms or are not wearing a mask. Health screening forms must be provided in the home language of students' families/guardians.
1. Employees assisting with health screenings shall be provided all appropriate medical grade PPE by the District, as described by the DOH, CDC, and L&I, and training on how to safely conduct health screenings.
  2. Screening shall be performed with contactless thermometers in order to maintain sterile environments.

3. No certificated employees, except the nurse, will perform or assist with morning/arrival health screenings.
  4. A plan will be in place for screening students, staff, and any visitors who arrive at other times throughout the day.
- C. 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, and may require alternative scheduling.
1. Before any form of in-person instruction takes place, the Superintendent and employee will work collaboratively to determine the number of student work spaces in their classroom. Room occupancy limits will be posted outside each door and inside each room. In the event the employee does not agree with this determination, the employee shall appeal the determination to the superintendent, who shall make a determination as soon as possible prior to the start of school, but no later than two (2) business days. The employee retains the right to union representation throughout this process. During this time, the classroom or facility shall not exceed the lowest capacity proposed by the employee.
  2. Prior to the first contracted workday, the District will ensure that all HVAC systems are certified to provide adequate air circulation and filtration.

### **III. Facilities & Supplies**

- A. Handwashing: The district shall provide adequate facilities and supplies for staff and student handwashing as required by CDC, DOH and OSPI's guidelines. An increase in current facilities will be considered adequate if readily accessible by all staff and students while maintaining social distancing protocols. A two-week store of supplies will be considered adequate.
1. No employee shall be required to supervise students of the opposite gender from the employee's identified gender in bathrooms or locker rooms while handwashing.
  2. Non-gendered handwashing stations and hand sanitizer dispensers will be provided outside of bathroom facilities, especially near entries, exits, hallway intersections and outside on the playground/play fields.
- B. Exclusion of students with COVID-19 symptoms: Students who display any COVID-19 symptoms shall be immediately excluded from the classroom setting, regardless of testing status.
1. Classrooms and other facilities used by a student who is excluded as described above shall be evacuated as soon as possible, and will be disinfected according to CDC, DOH, and OSPI guidelines.

2. Employees who were exposed to a student or staff member who is excluded as described above shall be notified as soon as possible, but no later than the start of the next school day or within twelve (12) hours, if the district becomes aware before a weekend or holiday.
  3. The District shall provide a safe room for excluded students to wait for their parents/ guardians.
    - i. This room shall be designated specifically for this purpose. No bargaining unit employee, except the nurse, shall be required or expected to supervise students who are excluded with COVID-19 symptoms.
    - ii. In the event a parent/guardian does not, or cannot, pick up their child within two (2) hours, or cannot be reached, the District will notify the family's emergency contact and provide transportation of the child to that contact's (or parent's) location.
    - iii. The District will create a plan for the building that will prevent a sick child from returning to school on subsequent days.
- C. Meetings & Professional Development: Meetings, including professional development, of groups of more than eight (8) people shall be provided remotely. Meetings of fewer than eight (8) people may be held in spaces where social distancing is possible, or the meeting can be held remotely. When in a remote /continuous learning model, employees may opt to attend in-person meetings remotely. On non-student contact days, no employee shall be required or expected to report to any district facility for remote staff meetings and professional development.
1. Professional development in health and safety, and new online platforms shall be provided by the District.
  2. Any professional development that must occur before the school year starts must be scheduled by mutual agreement with the Association.
- D. Sanitation of facilities: The district shall provide support to disinfect all surfaces used by students in between use by different students.
1. The district shall not rent or otherwise use any school facility after hours for non-WIAA groups, sports or activities with the exception of essential childcare services.
  2. Spaces holding more than eight (8) students will be sanitized between student groups. Elementary classrooms will be sanitized at least once during the school day.
  3. The District will supply plastic partitions for employee desks and work spaces at the request of the employee.
- E. Employees in high-risk categories: The District will request that employees in high-risk/increased risk categories or those who live with/provide care for someone as defined by the CDC self-identify no later than the first contracted workday. Employees do not have to provide personal health information but may be required to

sign an affidavit affirming that they are in a high-risk/increased category. The District will allow these employees to work remotely

1. The District will make every reasonable effort (such as offering out-of-endorsement waivers for certificated staff/emergency certifications for paraeducators) to facilitate fulfillment of these requests.
2. Priority for remote teaching positions will be given to those in high-risk groups, as defined above. Positions will be offered in order of seniority.
  - i. Second priority for remote teaching positions will be given to any other employees. Positions will be offered in order of seniority.
  - ii. The building will devise a process by which employees working remotely may schedule limited, documented access to on-site resources/their classroom when students are not present.
3. Employees assigned to different positions and those who take leave of absence will have right of first refusal to their previous position the following school year.
4. If an employee in a high risk category decides, for their own health and emotional wellbeing, to retire/resign amid the Pandemic, the District agrees to release them from their teaching contract.

F. Employee Rights to a Safe Work Environment: District administration agrees to provide prompt direction to employees when questions or concerns regarding staff safety arises.

1. In the event an employee does not believe the district has adequately addressed staff safety, the employee shall have the right to remove himself or herself from the unsafe situation until such time as the safety concern is properly addressed. The employee agrees to stay on the work site, but in a safe location, until excused by building administration or until the safety concern is addressed and adequately resolved.
2. The employee has the right to union representation if there are disputes over proper resolution of the safety concern and the association has the right to be involved in the resolution of any such concerns. The employee also has the right to file a complaint with the Labor and Industries Division of Occupational Safety and Health and the district will not discriminate or retaliate against an employee who files such a complaint.
3. It is recognized by both parties that the global pandemic can have a negative impact on mental health. Therefore, both parties acknowledge that they will act with grace toward the other and cooperate with requests for assistance.
4. Flexible Work day: Employees are assumed to work the regular schedule and hours they would if school was in regular session. However, employees, after communicating with an administrator, will have flexibility in scheduling their work duties to meet the needs of students and/or parents, except prescheduled Zoom classes and professional development.

IV. **Substitute Teaching and Supervision:** No certificated employee will substitute for or supervise a different group of students than their assigned classroom or caseload. In the event of a substitute shortage, administration/District personnel will be asked to substitute.

V. **Safety and Discipline:** 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 at all times.

1. With District guidance, the building's safety and equity committees (inclusive of certificated employees) shall design age and culturally appropriate student expectations that will enable them to follow safety protocols. These expectations shall be enforced equitably across the district.
2. The District shall provide a supply of masks for all employees as needed. No student shall be permitted to enter any school facility unless they are wearing a mask, except as outlined in Section II.1 above.
3. Students will be provided age and culturally appropriate instruction on face-coverings, hygiene, and physical distancing starting no later than the first day of in-person school and ongoing instruction as needed thereafter. ESD will communicate these health and safety expectations to families prior to opening and encourage students to practice before returning to school.
4. Students new to the district after the start of the school year, and students only on campus for certain programs/activities/athletics, will also be provided time with a counselor, nurse, or social worker for universal screening and instruction on health and safety protocols as described above.
5. Students who willfully and knowingly violate safety protocols will be excluded from the classroom immediately, in accordance with the collective bargaining agreement and state law, and Board Policy.
6. Students will be informed that willfully and knowingly violating safety protocols towards another student or employee in a manner that may cause harm (for example, purposefully removing a mask and coughing or sneezing on another student), will be considered exceptional misconduct and immediately be subject to discipline and/or suspension as appropriate and as stated in the building's student discipline policy. The building administrator shall immediately notify the parent or guardian of the affected student(s).  
The employee will be placed on paid administrative leave while being tested for COVID-19 and while awaiting the results.
7. Situations such as these will be treated with the seriousness of the worst-case harm that could arise (i.e. infection, lifelong disability, death). If any student commits a second such infraction, they will be subject to additional discipline, which may

include being required to participate in a full distance learning model for the remainder of the school year.

**VI. Leaves:**

- A. In addition to leave allotments in the current collective bargaining agreement:
1. COVID-19 Exposure: While at work, employees who are exposed to COVID-19 or staff with COVID-19 symptoms while at work, or if ordered by a healthcare professional or District administrator to quarantine, shall be granted up to ten (10) days of paid leave under the EPSL portion of the FFCRA while waiting for the results of related COVID-19 testing, provided they are not able to work remotely.
  2. COVID-19 Leave: The District shall grant up to 10 work days of leave under the FFCRA for any employee who is experiencing COVID-19 symptoms, or who has a confirmed case of COVID-19 per incidence of infection. Additional time (up to 10 weeks) may also be available if the employee tests positive and is experiencing COVID-19 symptoms. A healthcare professional's note may be required, consistent with the Collective Bargaining Agreement. Employees understand they may need to provide more detailed information for application to receive this benefit.
  3. If an employee has exhausted all of their contractual and legal paid leave due to contracting COVID-19 at the workplace, the District will provide health insurance benefits during a long-term absence.

**VII. Grievance**

This Memorandum of Agreement is fully grievable under Article X – Grievance Procedures, of the parties' Collective Bargaining Agreement.

**VIII. Evaluation**

- A. For the duration of this MOU, all employees will be evaluated according to OSPI recommendations, specifically bulletin No. 063-20 Educator Growth and Development (EGAD), published August 7, 2020.
- B. Observations and data gathering by an administrator may occur while the employee is providing online instruction to students.
- C. An employee, at their discretion, may provide recordings of their online instruction as evidence.
- D. Observations of online instruction will be completed in-person. Pre- and Post-observation conferences of online instruction will be held remotely if necessary.
- E. Given the challenges of remote learning, no employee shall be rated less than Basic.

## **Part II – Hybrid or in-person instruction**

I. **Continuation of Part I:** The following protocols and requirements listed in Part I also apply to Part II, including:

- Face coverings
- Health screenings
- Physical distancing
- Handwashing
- Exclusion for COVID symptoms
- Meetings
- Sanitation of facilities
- Safe work environment
- Student Discipline
- Leaves
- Grievance
- Evaluation

## **II. Elementary In-Person Instruction**

As of February 23, students in grades K-6 will be in school four days per week; Tuesday through Friday for the regular full school day. On Mondays, students will work on lessons provided by their teacher.

- A. **Mondays:** On Mondays, teachers will be provided time for office hours, zoom meeting with individual students and/or parents, professional development, staff meetings, or other activities related to a teacher's typical duties.
- B. **Elementary Cohorts – Recess and Lunch:** Recess times, if used, will be staggered to help facilitate the movement of students while maintaining social distancing. Cohorts will stay together (classroom, recess, lunch, etc.) and not be mingled with other cohorts, as much as possible.

## **III. Elementary Remote Learning**

- A. The District will assign a Student Mentor/Distance Learning Specialist to work with elementary students and families that choose to remain in a remote learning mode after in-person instruction resumes.
- B. When in-person instruction is implemented at the elementary grade level, parents will be asked to declare whether their child will be attending in-person or remaining in the full remote learning mode. The expectation will be that this parental choice will be in place for the remainder of the school year. If a parent subsequently would like to have their student switch from one learning mode to the other, they must first meet



with the teacher and principal and/or superintendent to discuss the reasons and possible timeline for such a change. \_

- C. The Distance Learning Specialist will design, implement and assess the instructional program for those students in the full remote learning mode. The **Distance Learning Specialist** and regular classroom teacher will meet as needed on Mondays to ensure the District approved curriculum is coordinated and available to all students at each grade level, regardless of the instructional program in which they are enrolled. The Distance Learning Specialist may supplement remote instruction with electronic curriculum as appropriate.
- D. Students attend in-person instruction who experience multiple days of excused absence for quarantine due to exposure to COVID will be offered Zoom instruction with their regular teacher.

#### **IV. Secondary In-person instruction**

The District anticipates having secondary students (Grades 7-12) begin full day, four day/week instruction on April 13, 2021. The cohort groups, transfers between classes, and lunch time procedures will be established by the District.

- A. On Mondays, teachers will be provided time for office hours, zoom meeting with individual students and/or parents, professional development, staff meetings, or other activities related to a teacher's typical duties.
- B. Advisory: Grades 7-12 Advisory occurs once a week, on Mondays, from 1:22-2:12pm, via Zoom. Teachers will take attendance at these meetings. \_

#### **V. Secondary Remote Learning**

Secondary students, grades 7 -12 who choose to remain in remote learning, will be placed into classes via one of two possibilities. The first, which will be the default option, will have the student assigned to the Distance Learning Specialist who will use a combination of online resources and/or direct instruction via zoom to provide the student's educational program. The second possibility is to continue the current existing mode where remote students zoom into the regular class with the assigned teacher.

- A. The choice of which option will be used is entirely up to each teacher in the student's class schedule. Again, if the teacher does not want to voluntarily have the remote student remain in their class via zoom, the student will be assigned to the Distance Learning Specialist who will develop an individualized plan of instruction for the remainder of the year.
- B. The Administration will not initiate or influence any request for a classroom teacher to remain in the zoom mode with remote students.

#### **VI. Resumption of full time in-person instruction:**

Full-time in-person instruction refers to a return to instructional conditions that existed prior to the COVID-19 pandemic, when students attended all day, five days per week.

Return to this model will only be possible under the following conditions:

- A. The District will provide at least a one month notice if full time in-person instruction resumes prior to the end of the 2020-21 school year.
- B. The Kittitas County Health Department has given permission for school to resume normal operations; and/or the pandemic has been declared to have ended.
- C. The School Board has approved the date for resuming normal operation.

**VI. Association Rights**

EEA will be given at least two paid hours on the first contracted workday to review the contents of this MOA with their respective members. The district shall provide access to Zoom accounts with adequate group capacity at the request of the Associations to conduct these meetings. EEA shall be granted this time at the discretion of the presidents of those bargaining units.

**VII. Duration**

This MOA shall remain in effect through the 20/21 school year. In the event new, binding guidance or legislation comes into effect during this time, such as a waiver of the 180 day rule, the parties shall meet to bargain the impacts within five (5) days. All other provisions of the collective bargaining agreement shall remain in full effect. This MOA is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

Agreed to this 18<sup>th</sup> day of March, 2021.

FOR THE ASSOCIATION:

Becky Houle  
President

FOR THE DISTRICT:

Patrick Schuff  
Superintendent