

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

Whereas COVID-19 continues to create a public health emergency and the Office of the Superintendent of Public Instruction has issued requirements for the 2021-2022 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 – Traditional In-Person Instructional Model

I. Instruction

- A. As defined in the District 2021-2022 Easton School Plan, “Face-to-face instruction” occurs in-person and is the traditional model of school. As such, teachers will implement instructional strategies and models that were in place prior to the COVID pandemic outbreak.
- B. Since the Schoology Learning Management Platform was the result of the COVID pandemic and not traditionally in place prior, teachers may utilize Schoology to upload curriculum, videos, learning activities, track grades and/or communicate with students and families.
- C. Any district required work conducted beyond the workday will be compensated as per the Collective Bargaining Agreement.

II. Student and Staff Health Precautions

A. Face coverings:

- 1. All employees, students, and building visitors shall properly wear a proper two or more layer 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 and an appropriate medical waiver in possession;
 - ii. those with diagnosed respiratory conditions that would prevent wearing mask, or trouble breathing and an appropriate medical waiver in possession;
 - 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 and an appropriate medical waiver in possession;

- iv. those advised by a medical, legal, or behavioral health professional that wearing a mask would pose a risk to that person and with an appropriate medical waiver in possession.
 - 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 be worn 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 choosing not to comply with the mask mandate (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.
 - 5. For members of the staff that have requested either a religious or medical exemption who are being tested twice weekly, as per their personal accommodations, there shall be a consistent methodology followed and communicated to those who have been accommodated as follows:
 - i. Employees will report to school early enough to be tested at least 15 minutes prior to the start of the student day.
 - ii. Member self-swabs nostrils;
 - iii. Proctor will add drops to card
 - iv. Member will place self-swab into the card and close card
 - v. Proctor will add date and time, and member has option to wait for result;

- vi. The test will be disposed of by the proctor once results are recorded.
- vii. If positive, the member will be notified and view the positive result.
- viii. Members with positive tests will avoid contact with others, immediately report to the office and class coverage will be determined by administration.

Employees with current accommodations will not have those accommodations altered without a change in conditions from the Health Department or State.

- C. Physical Distancing: Capacity for students and staff in any facility shall follow current state guidelines. 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. Prior to the first contracted workday, the District will ensure that all HVAC systems are certified to provide adequate air circulation and filtration.
- D. Communication with Students and Families: Students and their families will receive regular communication from the District regarding health and safety expectations, including but not limited to wearing face coverings, physical distancing, handwashing, and health screenings. This communication must be provided in the home languages of students' families/guardians, and must be provided in multiple formats, such as email, postal mail, and phone calls. This communication shall be the responsibility of the District administrators or their administrative designees.

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. 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. 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 and staff with COVID-19 symptoms: Students or staff who display any COVID-19 symptoms shall be immediately excluded from the classroom setting, regardless of testing status and tested using a rapid test.
 - 1. Classrooms and other facilities used by a student or staff who is excluded, and tested positive, 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 location for excluded students to wait for their parents/guardians.

- i. This area 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, will be held in spaces where social distancing is possible or the meeting can be held remotely. If in a remote /hybrid 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 or school sponsored events.
2. Spaces with rotating student populations will be sanitized between student groups. All classrooms will be sanitized at least once after the school day, including disinfecting all door knobs, handles, light switches and flat surfaces such as desks, tables and counter tops.
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 of 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. -

1. The District will make every reasonable effort to facilitate requests for accommodations.
2. 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.
3. 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.

IV. 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.

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.A.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.
8. School employees who experience or witness insulting, intimidating, and/or abusive behavior toward a staff member by students, staff, volunteers, or other visitors to the worksite for enforcing any PPE or safety protocols or vaccine status will immediately report the incident to the Principal, building COVID supervisor, or nearest administrator.
 - i. Per RCW28A.635.100 and RCW28A.635.020, these behaviors are a gross misdemeanor and will be reported to authorities by the building administrator.
 - ii. An employee reporting an incident will not be retaliated against.
 - iv. An employee may fill out an HIB form.
 - v. As necessary, employees experiencing this type of altercation will be provided the opportunity to take paid leave to address any trauma they may have experienced.

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.
4. Employees returning from a long-term absence will return to a comparable position.

B. COVID-19 Incentive and Recovery:

1. Employees may access up to two (2) paid days of COVID-19 leave per dose, as described in this MOU to be vaccinated and to recover from vaccine side-effects.
 - a. Two days additional leave is also eligible to employees who receive third doses or booster shots on the advice of their healthcare provider.
 - b. Employees who were vaccinated prior to this agreement, and utilized any personal, annual, or sick leave as a result, can request to have those days restored to their balances. Requests should not be unreasonably denied.

- C. Failure to Prove Full Vaccination or Approved Accommodation/Exemption: An employee who does not provide verification of full vaccination and does not have an approved accommodation for a medical or religious exemption by October 18, 2021 will be subject to non-disciplinary dismissal. from employment for failing to meet the qualifications of the job (per OSPI Bulletin dated 8/23/2021). The employee may choose to continue with benefits as covered by COBRA (pay both the employer and employee rate plus any administrative cost related to COBRA).
- D. Employees continue to have full rights to any and all leave provisions of the existing Collective Bargaining Agreement, including any provision or benefits toward retirement.

VII. Grievance

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

VII. Evaluation

- A. For the duration of this MOU, all employees will be evaluated in the classroom setting. If it becomes necessary to go back to some form of remote instruction, the employee will be evaluated according to the 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 in-person or 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 or in-person.
- E. Should the District move to remote learning prior to the completion of an employee’s evaluation, the District and Association will meet to mutually agree on the process to finish the evaluations.

Part II – Hybrid or Remote instruction

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

II. **Per the District’s 2021-2022 Easton School Plan:**

If it becomes necessary to return to a remote (online only) or hybrid (combination of face-to-face and remote) learning environment, due to health or safety concerns, the District will immediately commence negotiation to changes to this MOU, which may include:

- A. Synchronous: Instruction/learning that occurs live or online and in-time. Teachers and students are working together at the same time, in whole-group or small-group classroom settings using the Zoom platform, if online.
- B. Hybrid Model: A combination of face-to-face and remote learning. Some of the students receive face-to-face instruction while others learn remotely, and then they rotate. This

provides an opportunity for students to have some face-to-face instruction, and it makes social distancing more feasible.

- C. Remote Instruction: Synchronous instruction that is provided online.
- D. Two (2) days of non-instructional contract time will be allotted (due to COVID-19 related impacts to the teaching and learning environment) in order to prepare lessons, videos, links, classrooms, learning materials, and other related activities for any transition to another mode of school operation.
- E. The District will provide all necessary technology (including hotspots), equipment and communications needed to deliver instruction remotely from home.
- F. The parties intend this MOU to address those foreseeable changes to wages, hours, and working conditions anticipated to arise from use of remote or hybrid modes. Should the District make further changes to school operations consistent with its management rights affecting wages, hours, or working conditions that are not addressed by this MOU, the parties will meet upon request of the Association to discuss any impacts of such changes on mandatory subjects of bargaining.

III. Association Rights

EEA will be paid one hour at the per diem rate, on the first contracted workday to review the contents of this MOU with their respective members. The District shall provide access to Zoom accounts with adequate group capacity at the request of the Association to conduct these meetings. EEA shall be granted this time at the discretion of the President of the bargaining unit.

VI. Duration

This MOU shall remain in effect throughout the 2021-2022 school year and until new language is bargained for the subsequent school year or until the end of the declared COVID-19 state of emergency. In the event of other legislative or regulatory changes impacting this MOU, the parties shall meet to bargain the impacts within five (5) days of official OSPI notification of those impacts. All terms and conditions of the Collective Bargaining Agreement shall remain in full force and in effect unless specifically modified by this MOU. This MOU will be construed consistently with any existing state and local public health guidance and if the guidance changes, the District will follow the new guidance. This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency present by COVID-19.

Agreed to this 30 day of November, 2021.

FOR THE ASSOCIATION:


President

FOR THE DISTRICT:


Superintendent