



MEMORANDUM OF UNDERSTANDING BETWEEN

VANCOUVER SCHOOL DISTRICT NO. 37

AND

VANCOUVER EDUCATION ASSOCIATION REGARDING

**TERMS OF EMPLOYMENT AND DELIVERY OF EDUCATIONAL SERVICES
AFFECTED BY COVID-19 FOR THE 2020-2021 SCHOOL YEAR**

VEA/District TA, Section I, Numbers 4 & 5, February 9, 2021

The Vancouver School District No. 37 ("District") and the Vancouver Education Association ("Association") hereby confirm the following agreements related to the reopening of school for the 2020-2021 school year in light of the unprecedented outbreak of SARS-CoV-2, the virus that causes the illness COVID-19.

WHEREAS, Governor Jay Inslee has proclaimed that an ongoing State of Emergency exists in all counties of Washington State related to COVID-19;

WHEREAS, the Washington Office of Superintendent of Public Instruction ("OSPI") has required the board of directors of each school district to adopt a reopening plan for the 2020-2021 school year that addresses topics such as mandatory health and statutory education requirements;

WHEREAS, OSPI has published "Reopening Washington Schools 2020: District Planning Guide" (the "Guide"), which establishes guidance for reopening schools for 2020-2021;

WHEREAS, Superintendent of Public Instruction Chris Reykdal has stated that the fall opening for 2020-2021 may be a "hybrid face-to-face/online model or any combination of modalities and schedules that meet [the] local community needs, while also affording all students in [a] district access to their basic education rights";

WHEREAS, the District administration has collaborated with Association representatives and other stakeholders on reentry guidelines for the 2020-2021 school year ("Reentry Guidelines"), which outline standards, guidelines, and recommendations for reopening school in the areas of operations; student/staff social and emotional wellbeing; activities, events, attendance, and enrollment; information and instructional technology; curriculum and instruction; and communications;

WHEREAS, the Board of directors is anticipated to approve the District's reopening plan ("Reopening Plan") required by OSPI on August 11, 2020;

WHEREAS, Clark County remains in "Phase 2" of the "Safe Start Washington" plan issued by Governor Jay Inslee May 4, 2020, and therefore the District announced on July 29, 2020, that school



will begin in a remote-instruction (i.e., online) format for 2020-2021, although the District has the goal of undertaking a "hybrid" model consisting of both in-person and remote instruction, the District will return to regular school operations (with some modifications) when the Superintendent determines it is reasonably safe to do so consistent with the recommendation of the Washington State Department of Health ("DOH") issued on August 5, 2020, and in consultation with Clark County Public Health ("CCPH"). In the event that this recommendation is changed or updated, the District will align its plan accordingly;

WHEREAS, the parties share a mutual interest in protecting the health and safety of students, families, employees, and the community, and they also share a mutual interest in ensuring that a high-quality education is accessible to all students including, but not limited to, students of color, students living in poverty, students who identify as LGBTQ+, and students receiving special education and English-language services;

WHEREAS, the parties desire this Memorandum of Understanding ("MOU") to establish changes to the terms and conditions of work for Association employees for the 2020-2021 school year consistent with the Guide, and relevant federal, state, and local health and education requirements, due to the unique circumstances of the ongoing, global COVID-19 pandemic; and

WHEREAS, the parties recognize that the COVID-19 pandemic is an unprecedented and still-developing situation that may require further communication, collaboration, and negotiation.

NOW, THEREFORE, the parties agree as follows:

A. Modes of School Operation for 2020-2021:

1. Consistent with the management rights, prerogatives, and responsibilities described in Chapter 2 of the Comprehensive Professional Agreement ("CPA"), the Board and its designated administrative agents will determine the mode by which school will be conducted for the 2020-2021 school year. Modes of school operation may include, but are not limited to:
 - (a) remote (i.e., online) instruction for all students;
 - (b) remote instruction for most students, with certain high-needs students (e.g., special education students, English Learners-EI s, Learning Assistance Program-LAP students) receiving in-person instruction;
 - (c) a "hybrid" approach that combines in-person instruction for all or most students with remote instruction; and
 - (d) a return to regular school operations, with modifications to address any ongoing effects of COVID-19. The parties recognize and agree that the District may change modes in its discretion consistent with the recommendation from the DOH and in consultation with CCPH, as the COVID-19 situation evolves (e.g., if a hybrid or in-person model is being used and the rate of infection worsens, the District may need to return to a remote or more restrictive hybrid model).
2. Per Chapter 2 of the CPA, the daily schedule(s) for PK-12 instruction under any mode of school operation employed will be determined by the District consistent with the Re-entry Guidelines. The Association will have an opportunity to review and provide input.



3. The District will provide the Association leadership and employees with reasonable advance notice of a change in the mode for school operation.
4. 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 models. Should the District make further changes to school operations consistent with its management rights in Chapter 2 affecting wages, hours, or working conditions that are not addressed by this MOU, the parties will meet upon request of the Association to negotiate any impacts of such changes on mandatory subjects of bargaining. The parties will meet within 5 workdays of the request, unless otherwise mutually agreed upon.

B. Health and Safety of Students and Staff:

1. The District will implement District-wide health and safety protocols that will be designed to comply with applicable guidance of all relevant public health agencies, which will include at least the following: Clark County Public Health ("CCPH"); the Washington Department of Health ("DOH"); the Washington State Department of Labor and Industries ("L&I"); the federal Centers for Disease Control and Prevention ("CDC"); OSPI; and Proclamations by the Governor. Health and safety protocols will be consistent with the Guide and the Reopening Plan. Strict compliance with all relevant District safety and health rules will be an essential function of each Association employee's position. The District's health and safety protocols as they exist as of the effective date are outlined in the Re-entry Guidelines, although the parties recognize that the District may revise such rules as guidance from federal, state, and local authorities changes.
2. Prior to the start of the 2020-2021 school year, the District will make reasonable efforts to provide notice to all employees, parents/guardians, and students of relevant health and safety protocols as they exist at that time. Should health and safety protocols change during the school year, the District will provide reasonable notice to the Association leadership and affected employees. The District will provide a current list of names and contact information for COVID Site Coordinators to the Association. No bargaining unit employee shall act in this role. Employees will report any COVID-related concerns to their COVID Site Coordinator, who will acknowledge receipt of the concern and, where allowable by law, report the outcome.
3. The District will provide the following training opportunities for all Association employees on health and safety protocols then in existence prior to the start of the 2020-2021 school year: COVID-19 SafeSchools Module.
4. The District will provide Personal Protective Equipment ("PPE") to Association employees to meet state health and safety standards: (e.g. cloth face coverings, face shields, disposable



gloves, disposable barrier gowns, arm guards). Employees will request replenishment and/or additional PPE through their COVID Site Coordinator, who will acknowledge receipt of the request and report the outcome.

5. The District will provide wipes and sanitizer for each classroom and workspace at a given site. Employees will request replenishment and/or wipes and sanitizer through their COVID Site Coordinator, who will acknowledge receipt of the request and report the outcome.
6. In the event that the District learns that employees, students, or other visitors to District facilities have tested positive for or are suspected of having COVID-19 and that contact tracing and communication with potentially affected persons is necessary as directed by CCPH, those contact tracing and communication duties will be done in consultation with the District's Environmental Health and Safety Coordinator (EHS) and CCPH.
7. Consistent with the Re-entry Guidelines, building staff will not bring to the worksite soft-surface items, such as rugs, upholstery, and curtains (cloth facemasks for personal use are allowed to the extent permitted by state authorities, such as L&I).

C. Work and Compensation of Employees:

1. **If** the District or an employee's worksite is using only remote instruction, an employee may work remotely but is encouraged by the District to work onsite. In that circumstance, should an employee be unavailable to work all or part of his or her assigned shift, the employee must apply for the appropriate paid or unpaid leave described in Section D, below. During remote instruction, employees who choose to work offsite will notify their building administrator to coordinate any necessary logistics.
2. **If the** employee's worksite is using hybrid or only in-person instruction, the employee will report to work onsite at a location determined by the District unless they qualify and are approved for leave as described in Section D, below.
The District will review the number of sites assigned to itinerant employees, consistent with DOH, CCPH and the Governor's Safe Start Washington Plan, and will provide the Association an opportunity to provide input. Itinerant employees will work with their district supervisor to limit their onsite services to no more than one site a day.
3. During hybrid instruction, meetings of employees, including professional development, may be held in person, provided that the number of employees present and physical setup of the meeting is consistent with DOH, CCPH and the Governor's Safe Start Washington. A remote attendance option (such as videoconferencing) shall be offered for those employees facing challenges as described in Section D.
4. For purposes of Section C, an employee's "worksite" means a school, program (including, but not limited to, English Learners, Learning Assistance Program students, Homeless students, and at-risk students), or assignment to work with students whose IEP team has determined that the



special education program requires in-person instruction, provided that the total numbers of individuals are consistent with DOH, CCPH, and the Governor's Safe Start Washington Plan.

5. In the event that Section C conflicts with OSPI guidance or a future proclamation by the Governor, the District will align its plan with OSPI or such future proclamation.
 6. Regular Association employees on continuing, provisional, and long-term leave-replacement contracts of at least 20 workdays will receive the compensation called for by their employment contracts for the 2020-2021 school year, provided that such employees remain eligible and available to work or are on an approved paid or unpaid leave.
 7. The District will compensate Association employees for those supplemental contracts (including those in Appendix E to the CPA) that school/program administrators determine can be appropriately adapted to the instructional mode and health and safety rules then in effect. In advance of awarding a given supplemental contract, an employee and their building administrator will collaboratively confirm necessary adaptations. Any disputes about adaptations shall be forwarded to the Assistant Superintendent of Human Resources and the VEA Executive Director for further review and consultation.
 8. When using a remote instructional option, the District will not employ casual day substitutes, for positions that become temporarily vacant unless the District determines that such substitute personnel are needed. In anticipation of long-term substitute assignments, the District will make reasonable efforts to train substitutes for remote and hybrid instructional models.
 9. The parties recognize that use of remote or hybrid modes of instruction may necessitate additional reassignment of Association employees to meet emerging needs (e.g., assignment of additional teachers to Vancouver Virtual Learning Academy).
- D. Leaves Related to COVID-19: COVID-19 presents unique medical, family, disability, and staffing challenges for the District and its employees. The following provisions are included to provide clear, objective, and practical options for the District and the employees facing those challenges.
1. Employees with COVID-19/Suspected COVID-19: Employees who have been diagnosed by a healthcare provider with COVID-19, or who are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District worksite and may access any or all of the following benefits under the terms of the CPA or law:
 - a. Emergency Paid Sick Leave ("EPSL") under the federal Families First Coronavirus Response Act ("FFCRA"), with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511 per day) by other paid leaves identified in this section, below:
 - b. Leave for illness, injury, or emergency (i.e., accrued paid sickleave)
 - c. Shared sickleave



- d. Personal leave
- e. Washington Paid Family Medical Leave ("PFML")
- f. Worker's compensation, if applicable per Employment Security Department rules
- g. Federal Family Medical Leave Act ("FMLA"), which provides unpaid leave except for continued health insurance benefits unless an employee elects to simultaneously use other accrued, paid leave
- h. Unpaid leave of absence for the period of the temporary disabling condition
- i. Long-term disability benefits
- j. Unemployment benefits

2. Employees Quarantined Due to Confirmed Exposure to COVID-19. Employees who have been ordered or advised by a public health agency to quarantine at home due to confirmed exposure to COVID-19 may not come to work at a District worksite and may access any or all of the following benefits under the terms of the CPA or law:

- a. Alternative work assignment determined by the District that may be performed from home, if available (see Section E, below)
- b. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511 per day) by either: (i) paid administrative leave, if the quarantine was due to reported exposure at a District worksite; or (ii) other paid leaves identified in this section, below, if the quarantine was due to reported exposure elsewhere.
- c. Paid administrative leave for the period of mandatory quarantine if the employee has exhausted EPSL, an alternative work assignment is unavailable, and the quarantine was due to a confirmed exposure at a District worksite
- d. Leave for illness, injury, or emergency (i.e., accrued paid sick leave).
- e. Personal leave
- f. Worker's compensation, if applicable per Employment Security Department rules
- g. Unpaid leave of absence for the period of the quarantine
- h. Unemployment benefits

3. Employees Caring for Someone with COVID-19/Suspected COVID-19: Employees who are caring for an individual who is subject to quarantine because that person has been diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical diagnosis, may not come to work at a District worksite and may access any or all of the following benefits under the terms of the CPA or law:

- a. Alternative work assignment determined by the District that may be performed from home, if available (see Section E, below)
- b. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200 per day) by other paid leaves identified in this section, below;
- c. Leave for illness, injury, or emergency (i.e., accrued paid sick leave)
- d. Shared sick leave, if applicable



- e. Personal leave
 - f. Washington Paid Family Medical Leave {"PFML"}
 - g. Federal Family Medical Leave Act ("FMLA"), which provides unpaid leave except for continued health insurance benefits unless an employee elects to simultaneously use other accrued, paid leave
 - h. Unpaid leave of absence for the period the employee is unable to come to work at a District worksite
 - I. Unemployment benefits
4. **Higher-Risk Employees:** Employees who are at higher risk of severe illness or death from COVID-19, as that term is defined by the Governor's Proclamation 20-46.2 or a subsequent , binding proclamation, may choose to come to work at a District worksite when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the CPA or law:
- a. Alternative work assignment determined by the District that may be performed from home, if available (see Section E, below)
 - b. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511 per day) by other paid leaves identified in this section, below
 - c. Leave for illness, injury, or emergency (i.e., accrued paid sick leave)
 - d. Personal leave
 - e. Unpaid leave of absence
 - f. Unemployment benefits
5. **Higher-Risk Individual in the Employee's Household:** Employees who themselves are not at higher -risk but have someone in the household (i.e., someone with whom they share a residence) who is at higher risk of severe illness or death from COVID-19, as that term is defined by the Governor's Proclamation 20-46.2 or a subsequent, binding proclamation, may choose to come to work at a District worksite when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the CPA or law:
- a. Alternative work assignment determined by the District that may be performed from home, if available (see Section E, below)
 - b. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200 per day) by other paid leaves identified in this section, below
 - c. Leave for illness, injury, or emergency (i.e., accrued paid sickleave)
 - d. Personal leave
 - e. Unpaid Leave of absence
6. **Employees with Children Affected by School Closure:** An employee who must care for the employee's child because of a school closure or unavailability of the child's care provider



due to COVID-19 may choose to come to work at a District worksite when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the CPA or law:

- a. Alternative work assignment determined by the District that may be performed from home, if available (see Section E, below)
- b. EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200 per day) by other paid leaves identified in this section, below
- c. Emergency Family and Medical Leave ("EFML") under the FFCRA (which is partially unpaid and partially paid at 2/3 regular wages up to a maximum of \$200 per day), with possible supplementation up to the employee's regular daily salary by other paid leaves identified in this section, below
- d. Leave for illness, injury, or emergency (i.e., accrued paid sickleave)
- e. Personal leave
- f. Unpaid leave of absence

The District will seek community partners to provide childcare options to employees.

7. Employees Who Cannot Wear a Face Covering, Shields or Other Required PPE: An employee whose assignment requires work at a District worksite and who cannot wear personal protective equipment ("PPE") required for the employee's assignment, including but not limited to a face covering, may choose to access any or all of the following benefits upon presentation of appropriate documentation from the employee's healthcare provider and under the terms of the CPA or law:

- a. Alternative work assignment determined by the District that may be performed from home, if available (see Section E, below)
- b. Leave for illness, injury, or emergency (i.e., accrued paid sick leave)
- c. Personal leave
- d. Unpaid leave of absence
- e. Other accommodations identified through the interactive process of the Americans with Disabilities Act ("ADA") and the Washington Law Against Discrimination ("WLAD")

8. Employees Who Choose to Not Wear a Face Covering, Shield or Other Required PPE: An employee whose assignment requires work at a District worksite and who does not have a documented inability to wear PPE required for the employee's assignment, including but not limited to a face covering, but nevertheless does not wish to wear such PPE, may choose to access any or all of the following benefits under the terms of the CPA or law: Personal leave; or Unpaid leave of absence for the 2020-2021 school year.

9. Employees Who Otherwise Choose to Not Work at a District Worksite Due to Concern for Safety: An employee whose assignment requires work at a District worksite and who does not



fit within the conditions of Sections 1-8, above, may choose to access any or all of the following benefits under the terms of the CPA or law: Personal leave; or Unpaid leave of absence for 2020-2021 school year. Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or the workplace safety committee. Such employees may in limited circumstances also have recourse through L&I under WAC 296-360-150.

10. **Documentation:** When an employee requests leave under Section 1-8, above, the District may require, and an employee will provide within five (5) business days (or such other number of days as required by law), written documentation that the employee qualifies for such leave. For example, in the case of an employee diagnosed with COVID-19, the District may require a doctor's note. In any event, the District will request only such documentation as is consistent with federal and state law. The District will take reasonable steps to maintain the confidentiality of medical information received under this Section 10.

11. **If an employee takes more than the two (2) weeks on emergency COVID 19 leave, the following will apply:**
 - a. The District will fill the employee's current position with an excess teacher or long-term substitute,
 - b. The employee will be placed into an unassigned pool for the rest of the 2020-2021 school year,
 - c. Should the employee return during the 2020-2021 school year to a position filled by an excess teacher, they will be temporarily reassigned into a certificated position for which they qualify. If no position at their current location or within their current position/grade level is available, they may be temporarily placed at another location or within another position/grade level. Should the employee return during the 2020-2021 school year to a position filled by a long-term substitute (under 90 days), they will return to their original position.
 - d. For the 2021-2022 school year, the employee retains the right to return to their original assignment or, at the end of the 2020-2021 school year, the employee may register on the PIR for other placements.

12. **Possible Limitations** All the contractual, insurance, and statutory leave benefits referenced above have specific rules or external agencies that govern their application, and the terms of this MOU will be interpreted consistent with those rules and agency interpretations. The leave entitlements of the FFCRA (both EPLS and EFML) will expire should Federal legislation discontinue these benefits.

E. Alternative Work Assignments and Temporary Reassignment:



1. When an employee's assignment requires work at a District worksite and the employee cannot work at a District worksite for one of the reasons discussed in Section D, above, the District will make reasonable efforts to accommodate those circumstances by assigning the employee to available work that can be provided remotely from home on the condition that the employee is qualified, prepared, willing, and available to provide such services.
2. When choosing from among multiple employees for the same available alternative assignment, the District will prioritize employees in the following order:
 - a. Employees who hold the appropriate training, licensing, endorsement, or other qualifications for the position;
 - b. Employees quarantined due to possible exposure to COVID-19;
 - c. Employees caring for someone with COVID-19/suspected COVID-19;
 - d. Higher-risk employees, or employees with a higher-risk individual in the employee's household;
 - e. Employees with children affected by school or care provider closure; and
 - f. Employees who cannot wear a mask or other required PPE.
3. If two or more employees have equal priority under the conditions above, the District will use total District seniority to make the assignment.
4. If a remote assignment is created and assigned to an employee with the expectation that it will continue for the entire school year, the District will not be required to reassign an employee previously awarded such remote assignment in order to accommodate a remote assignment for another employee whose need for an alternative assignment arises later in the school year (even if the latter employee would have higher priority under the factors, above).
5. To maximize the District's options for meeting the educational, social, and emotional needs of students in the unusual circumstances of the 2020-2021 school year, the Association and District agree to the following limited opportunities for temporary reassignment of employees (which may apply in either the case of an alternative work assignment per Sections 1-4, above, or when an employee continues to work onsite):
 - a. An employee may be temporarily assigned to provide services outside the employee's normal job description if work within the employee's job description is unavailable due to the temporary closure of school facilities;
 - b. Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable), and prepared to perform.
 - c. Such assignment will not, without the employee's agreement and applicable supplemental pay at per diem rate, exceed the hours normally assigned to such employee.
 - d. Such employee will be paid the regular salary, wages, and benefits the employee would receive from the employee's normal assignment.



- e. Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description.
- f. Such employees will not be assigned job duties associated with job classifications with a higher rate of pay than the employee's rate of pay.
- g. The temporarily reassigned employee retains a right to return to the employee's original assignment upon resumption of regular school operations in the 2021-2022 school year, subject to existing contract rights of the District to reduce the workforce and/or reassign employees within the same bargaining unit.

F. Travel: Travel reimbursements for mileage are suspended until such time that the affected employee resumes in-person duties.

G. Evaluation: The District will conduct certificated educator evaluations for the 2020-2021 school year. The parties agree to amend the evaluation process described in the CPA as follows:

1. Teachers who are scheduled for a FOCUSED evaluation in 2020-2021 will proceed with the typical FOCUSED evaluation process.
2. Teachers in year 3 and beyond who are scheduled for a COMPREHENSIVE evaluation in 2020-2021, under RCW28A.405.100, may select two criteria in collaboration with their evaluator to be formally scored using evidence provided during the 20-21 school year. The remaining six criteria will be assigned the score received in the teacher's most recent COMPREHENSIVE evaluation.
3. All other provisional teachers (years 1 & 2) as defined by RCW28A.405.220, will be on a COMPREHENSIVE evaluation for the 20-21 school year.
4. Teachers with two or more years of successful performance in another Washington state district or another state who are in their first year of teaching in Vancouver Public Schools will have "Provisional 3" status and may elect to use the traditional COMPREHENSIVE process or may elect to use the process described in number "2" above.
5. If either a classroom teacher or a classroom teacher's evaluator elects for a classroom teacher to be placed on a COMPREHENSIVE evaluation on or before December 15, 2020, the teacher will be placed on a COMPREHENSIVE evaluation for 2020-2021.
6. All non-classroom teachers (i.e., Counselors, ESAs, Teacher Librarians, and TOSAs) who received a "Meets Expectations" summative score during the 2019-2020 school year may be on a Professional Growth Option ("PGO") evaluation for the 2020-2021 school year.
7. Any non-classroom teachers (i.e., Counselors, ESAs, Teacher Librarians, and TOSAs) who did not receive a "Meets Expectations" summative score for the 2019-2020 school year will be on a Summative evaluation for the 2020-2021 school year, and a Plan of Assistance will be developed to support the educator.
8. Non-classroom teachers (i.e., Counselors, ESAs, Teacher Librarians, and TOSAs) with zero to three (3) years of educator experience in Washington State, or in their first year of professional practice for the District and with prior experience in a different Washington school district, will be on a Summative evaluation for the 2020-2021 school year.
9. Any educator may request additional informal observations for the purpose of receiving



feedback about and engaging in professional conversations about their practice. These observations will be documented in eVAL only if requested by the educator.

10. Observations may be conducted via videoconference or equivalent means during remote instruction unless otherwise stated above.
11. Should any guidance from OSPI regarding the impacts of COVID-19 on certificated staff evaluations conflict with the agreements above, the parties will reconvene to reconcile the conflicts.

H. Expectations Specific to Remote Instruction:

1. In the event that the District is offering online-only remote instruction, PK-12 and special education teachers will offer weekly office hours to check-in [Zoom or other videoconferencing system approved by the district, email, or telephone] with the parents/guardians of the students in their class/on their caseloads. These weekly office hours will be an opportunity to address how remote instruction is working and whether additional student supports are needed. Teachers will work with building administrators to schedule these weekly office hours.

Teachers may request consideration to flex these hours beyond the contract day in collaboration with building administrators without additional compensation.

2. Employees who are working remotely will do at least the following in addition to other duties as assigned:
 - a. Check their District-issued email accounts at least two times a day during working hours. Employees will endeavor to respond to emails from District personnel, students, and parents during working hours and within an appropriate time, but in no event later than within forty-eight (48) hours.
 - b. Remain available for phone calls with their supervisor or District personnel during working hours.
 - c. Attend staff meetings, PLCs (scheduled on Wednesdays during remote instruction) and other TRI and professional activities as outlined in the CBA, under Article 12.1. A remote attendance option (such as videoconferencing) shall be offered for employees working remotely. Through November 3, of the 2020-2021 school year, Special Education teachers and ESAs will be excused from, PLCs, and fall parent conferences. They may also collaborate with their supervisor to be excused other TRI and professional activities.
 - d. Follow weekly/daily instructional schedule for elementary, middle and high schools.
3. All PK-12 teachers will use the Canvas Landing Page as their communication platform for student lessons, work, etc., consistent with the Re-entry Guidelines. Special Education teachers and ESAs will use the Canvas Landing Page only as a communication platform. Certificated staff that are not assigned students are not required to have a Canvas Landing Page and may choose to use a Canvas Landing Page or may choose to link their own resources to building and/or classroom teacher Canvas Landing Pages.



When providing synchronous instruction to a student audience, all PK-12 teachers will use Zoom (or an equivalent videoconferencing system designated by the District), posting an access link to the teacher's Canvas Landing Page. Direct instruction will be recorded without students or names visible (synchronous or asynchronous) and the recording will be accessible daily on the teacher's Landing Page. Special Education teachers and ESAs are exempt from this video recording requirement. Teachers will refer to District policy/procedure 2022 "Electronic Resources and Internet Safety" and the Responsible Use Policy Agreement (RUP) for student violations. Teachers will report violations to a building administrator.

I. Expectations Specific to Hybrid Instruction:

1. Should the District determine to transition to a hybrid mode of operation during the 2020-2021 school year, the District will construct a schedule that meets the requirements of the "Guide," public health and safety requirements, and the Governor's Safe Start Washington phased plan requirements (if applicable). The Association will be provided an opportunity to review and provide input. The District will meet and negotiate in good faith regarding impacts on wages, hours, or working conditions arising from hybrid instruction not addressed herein upon request by the Association.
2. All PK-12 teachers will use the Canvas Landing Page as their communication platform for remote student lessons, work, etc., consistent with the Re-entry Guidelines. Special Education teachers and ESAs will use the Canvas Landing Page only as a communication platform. Certificated staff that are not assigned students are not required to have a Canvas Landing Page and may choose to use a Canvas Landing Page or may choose to link their own resources to building and/or classroom teacher Canvas Landing Pages.
3. Through November 3, of the 2020-2021 school year, Special Education teachers and ESAs will be excused from, PLCs, and fall parent conferences. They may also collaborate with their supervisor to be excused from other TRI and professional activities.
4. PK-12 teachers are highly encouraged to live-stream instruction to remote students on Monday, Tuesday, Thursday and Friday (e.g. Hybrid A & Remote A live-stream instruction on M & T, Hybrid B & Remote B live-stream instruction on Th & F, or live-stream to all remote students, both A & B). Teachers who live-stream instruction by class period (secondary) or by core content area (elementary - at a minimum literacy, math & SEL) will receive a five-hundred-dollar stipend (\$500.00). This stipend will be paid in two-hundred-fifty-dollar (\$250.00) installments on a supplemental contract. The first installment will be on March 31, 2021, and the second installment on June 30, 2021. This is a non-precedent setting stipend, as it expands the application of an instructional strategy. The amount of time live-streaming will depend on the lesson and the standard(s) being taught. Professional development will be provided to teachers who need the support to expand their live-streaming capabilities.
5. At a minimum, once a week, secondary teachers will engage with full remote learners using synchronous instruction (e.g. live-streaming, Zoom).

J. School Calendar and Work Year:

1. The parties do not presently anticipate changes to the Board-approved calendar for the 2020-2021 school year, other than that the following dates originally intended as possible snow makeup days may be used to make up days that instruction could not be provided across the



District due to COVID-19: January 29, 2021, and June 17, 18, and 21, 2021.

2. It is currently anticipated that school will be in session through June 16, 2021. If this end date changes for any reason, the District and the Association will meet to negotiate impacts.

- K. Communication:** The District will provide notice of COVID-19 health and safety information to Association employees via District email and to the Association's Executive Director and President in advance of communicating such information to families, except in the case of emergency endangering the health or safety of students or families.
- L. Professional Development:** The District and the Association agree that remote and hybrid instruction modes present new challenges that necessitate additional training. Employees will be offered eight (8) hours of professional development on remote and/or hybrid instruction, five (5) of those hours will be mandatory. Those hours will be district-funded at the employee's per diem rate. Employees may utilize up to six (6) hours using their professional development funds at their per diem rate to access a PD course effective August 18, 2020 through October 16, 2020, that enables PLC teams (grade level or content area team) to collaboratively design lessons for their Canvas Landing Page using synchronous and/or asynchronous lessons for remote instruction.
- M. Contact with Students:** Employees will only communicate with students on District-approved curriculum platforms or with District email. Employees will comply with the District's policy/procedure 5253, Maintaining Professional Staff/Student Boundaries, and policy/procedure 5810, Staff Technology Use, Ethics and Internet Safety.
- N. Enforcement:** This MOU may be enforced through the typical grievance procedure in the CBA.
- O. Effective Date:** This MOU will be in effect August 18, 2020 through the 2020-2021 school year and will expire on the last instructional day of the school year, unless the parties earlier agree in writing to terminate it. Effective August 17, 2020, the former MOU signed on March 18, 2020, between the VEA and the District will sunset. All provisions of the CPA for 2018-2021 (as amended in spring 2020) not modified herein will remain in effect. This MOU is not precedent-setting and is intended to address only the specific and unprecedented health emergency presented by COVID-19. Neither party may cite this MOU or introduce it into evidence in any future arbitration or other legal action, other than one to interpret or enforce this agreement.



FOR THE DISTRICT:

Dr. Steve T. Webb., Superintendent

Kathy Everidge, Assistant Superintendent

AUG 17 2020

Date _____

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FOR THE ASSOCIATION:

Dr. Rick Wilson, Executive Director

Kari Van Nostran, President

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Date

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Date