

**Memorandum of Understanding Between
Cascade Education Association
And Cascade School District**

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 substantially affect the wages, hours, and working conditions of Association members:

Moving Between Modes of Instruction

The District will notify the CEA of its decisions regarding changes to the instructional program that may substantially impact the wages, hours, or working conditions of CEA members. Determinations around the current stage in the District's reopening plan will be made by the District using guidance from OSPI, the Washington State Department of Health (WDOH), the Centers for Disease Control and Prevention (CDC), the Governor, and the Chelan Douglas Health District (CDHD).

Staff will be notified about changes in the instructional program to a more inclusive model at least two (2) weeks in advance. If a classroom or school is quarantined or moved to a remote model, staff will be notified about the estimated duration of the change at the time of the change. In addition, every effort will be made to give one (1) weeks' notice before returning to in-person instruction.

Changes in instructional models will be made in partnership with building leadership teams (BLTs) at the building level. The District will notify the Association that a BLT has proposed a modification to the instructional delivery model prior to the modification's approval. The District and Association will work out final details prior to the implementation of the modification.

I. Fluidity of Situation

It is understood that the current situation is fluid and will evolve. As it does, the District reserves the right to modify its Healthy Start Reopening Plan, to change its instructional program, and set the priorities of its program. If the District does modify its Plan, it will provide notice to the Union/Association pursuant to any bargaining requirements in law or in the CBA.

II. Student and Staff Health Precautions

1. **Face coverings:** All employees, students, and building visitors shall wear face coverings at school when indoors. According to the Washington State Department of Health, in the rare circumstance when a cloth face covering cannot be worn, students and staff may use a face shield with a drape as an alternative. In the event a staff member or student refuses to wear a cloth face covering, they will require a note from their physician identifying a

specific diagnosis that interferes with mask wearing and the physician's recommendation. The recommendation will need to be approved by the Chelan Douglas Health District health officer.

- a. The District shall provide needed required personal protective equipment (PPE) for all employees and students.
 - b. Employees may choose to provide their own face coverings providing they meet the minimum requirements for their position and exposure risk.
 - c. Employees working with students who cannot wear a face covering for the reasons described above shall be provided required personal protective equipment (PPE), including but not limited to medical grade masks, face shields, barriers, aprons, and/or gloves, if required by the L&I, the DOH, and the CDC for their exposure risk.
2. **Health Screenings:** Prior to entering any school facility or vehicle, students and employees will be screened for COVID-19 symptoms according to guidance from the CDC and local health district. No student or employee will enter any school facility or vehicle if they display any COVID-19 symptoms unless the District has verified that those symptoms are attributed to separate health care conditions. Health screening forms must be provided in the home language of students' families/guardians.
- a. 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.
 - b. No employee in a high-risk category as described by the Centers for Disease Control shall be required or expected to assist with health screenings.
3. **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 unless changed by the CDC, Washington State Department of Health or the Chelan Douglas Health District. 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 as described in section II.
- a. In planning for changes to the District's instructional model, at least one week prior to the first student contact day, employees may collaborate with administrators and custodial staff to discuss the number of students who may be in a classroom or other facility while observing physical distancing. In the event the employee does not agree with this determination, the employee shall appeal to the determination to the superintendent, who shall make a final determination within two (2) business days.
 - b. The district shall provide required PPE and training for employees who must perform tasks that cannot be accomplished with physical distancing, such as diapering.
4. **Hygiene:** The district shall provide adequate facilities and supplies for staff and student handwashing and/or sanitation stations as required by OSPI's, DOH, CDC, or and L&I guidelines.

5. **Exclusion of students and staff with COVID-19 symptoms:** Students and staff who display one or more specific COVID-19 symptoms shall be removed from the classroom setting unless it has been verified by the District that the symptoms are attributed to a separate health condition. The district will provide staff with a criterion document which outlines when students are able to return to the classroom.
 - a. Classrooms and other facilities used by a student or staff member who is confirmed to have COVID-19 shall be closed off and will be disinfected according to CDC, DOH, CDHD and OSPI guidelines.
 - b. Employees who were exposed to a student or staff member who has been in close contact with a confirmed case of COVID-19 shall be notified as soon as possible as directed by the District and/or CDHD.
 - c. The district shall provide a safe room for excluded students to wait for their parents/guardians. This room shall be designated specifically for this purpose. No CEA bargaining unit employee shall be required or expected to supervise students who are excluded with COVID-19 symptoms.
6. **Exposure to COVID-19:** Employees who are exposed at work to any student or other district employee who has a confirmed case of COVID-19, or who are exposed at work to any student or staff member who was in close contact with someone with a confirmed or suspected case of COVID-19 shall be notified by the district as soon as reasonably possible, as directed by the CDHD.
 - a. The district shall assist any employee who is exposed to COVID-19 in being tested for the virus if such is the recommendation of the CDHD.
 - b. The district is providing COVID-19 testing to staff in partnership with Cascade Medical Center and the Washington State Department of Health at no out-of-pocket cost to the employee.
 - c. If an employee's job permits it, the district will allow employees to work remotely from home if they have been directed to quarantine because of COVID exposure, a positive COVID diagnosis, or because they are awaiting the results of a COVID test after experiencing COVID-related symptoms.
 - d. An employee who is subject to quarantine will notify the building administrator immediately and make a mutually agreed upon plan to collect appropriate materials and equipment to work/teach remotely.
7. **Meetings:** In-person meetings, including professional development, shall follow CDC and L&I guidelines and social distancing requirements.
8. **Sanitation of facilities:** The district shall provide custodial support to disinfect surfaces. Custodial support shall be provided between cohorts to disinfect desks, computers, and other equipment as recommended by the CDC and/or L&I.

9. **Training and professional development:** All staff shall receive professional development and training on COVID-19 health and safety precautions prior to the first student contact day. Employees hired after the start of school shall receive this training prior to their first day with students. This training may not be scheduled on a teacher-directed day or during teacher-directed time.
10. **Employees in high-risk categories and those who may be at increased risk with a note from a medical provider:** The district will request that employees in high-risk categories as defined by the CDC, or those who may be at increased risk with a note from a medical provider, self-identify no later than the end of the first contracted workday. The District will make reasonable efforts to accommodate these employees.
11. **Employee Transfers:** In the unlikely event that employees are transferred to a different assignment during the COVID pandemic in the 2020-21 school year, they will have the right of first refusal to their previously held (2019-20) assignment for the 2021-22 school year.
12. **Communication with students and families:** Students and their families will receive regular communication from the building and/or district regarding health and safety expectations, including but not limited to wearing face coverings, physical distancing, handwashing, and health screenings

III. Scheduling, Remote Instruction, and Paraeducator Support

1. **Split or alternate shifts:** In the event that limited facilities, or some other COVID-19 related reason requires the district to schedule students on alternate days or on am/pm shifts during the normal workday, each day shall be part of the 180-day contract.
 - a. All students assigned to a teacher shall count towards their bargained class size or caseload.
 - b. Length of workday and preparation time provisions outlined in the current CBA will be maintained.
2. **Remote instruction during long-term closures:** The Association and the District will collaborate on a plan regarding the needs of traditionally marginalized students, and the Association may demand to bargain over impacts to members' wages, hours, and working conditions.
3. **Instruction with paraeducator support:** In the event that the district chooses to utilize paraeducator support to provide instruction in order to maintain social distancing requirements (for example, if a classroom is divided into two groups and one group is exclusively supervised by a paraeducator or if paraeducator support is provided to

supervise remote instruction as described in this section), the district shall provide all reasonable supports, including but not limited to the following:

- a. At least one full period of common planning time between the paraeducator and the teacher each week. Teachers may use this asynchronous learning time or PD time in addition to daily planning time.
 - b. Only certificated employees may assign grades to students.
 - c. No employee may be adversely affected because of working in this model, including on evaluations.
4. **Remote instruction during a quarantine:** If a teacher is working remotely when quarantined, even if a substitute is required for in-person supervision/instruction, the teacher will not be required to take leave.

IV. Workday

Employees are expected to comply with their typical and regular work hours and expectations unless specific arrangements are made pursuant to this MOU or pursuant to separate written agreement negotiated by the parties. Employees may request a formal meeting with their supervisor to discuss any supports needed or adjustments requested to alter from the scheduled workday for that individual.

There may be times certificated employees may be required to perform supervision duties during the normal workday. These duties will be short in duration (less than twenty (20) minutes). This agreement to perform supervision duties in no way sets any precedence moving forward or changes any current language in the CBA.

V. Student Success

1. **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.
 - a. The district shall provide face coverings for all students. No student shall be permitted to enter any school facility unless they are wearing a face covering, except those exempted by the DOH.
 - b. Students may choose to provide their own face coverings providing they meet the minimum requirements.
 - c. Students will be provided age and culturally appropriate instruction on face-coverings, hygiene, and physical distancing on the first day upon returning to campus.
 - d. Students who willfully and knowingly violate safety protocols will be disciplined in accordance to the District discipline policy and may be moved to the remote instruction mode.

VI. Leaves

1. Employees will have applicable leave balances available for use during any COVID exposure, isolation, quarantine, etc., and the type and sequence of leave use will be according to the CBA and the law.
2. If the event that an employee could substantiate with evidence that they contracted COVID-19 in the workplace, the employee could file a worker's compensation claim which the District would not contest.
3. The district will continue to offer up to two weeks of paid sick leave at the employee's regular rate of pay when the employee is unable to work because the employee is quarantined and/or experiencing COVID-19 symptoms and seeking a medical diagnosis through March 1, 2021. This leave would not be deducted from the employee's sick leave bank.

VII. Evaluations

The parties recognize that opportunities for providing/substantiating evidence in the usual ways may be restricted and the absence of evidence for an indicator or component should not be cause for lowering a score.

1. Certificated Employees Scheduled to be on Focused
 - a. Employees will proceed with regular Focused evaluation.
 - b. Employees can be moved to a Comprehensive evaluation if notified by December 15th.
2. Certificated Employees Scheduled to be on Comprehensive (Continuing Contract Employees) and Employees on year two or three of provisional status.
 - a. Employees will select two (2) of the eight criterion for approval by the evaluator.
 - b. The remaining six (6) criterion will be assigned the score from the most recent Comprehensive evaluation.
 - c. If the employee chooses criterion 1,2,4,5 or 7 they must also complete the student growth components in criterion 3 or 6.
 - d. Employees can be moved to a full Comprehensive evaluation if notified by December 15th.
3. Certificated Employees in First Year Provisional Status will be evaluated on a regular Comprehensive evaluation.

VIII. Children in the workplace policy

It is our expectation that employees will make an earnest attempt to find other childcare options for non-school age children and/or children who do not attend the school in which the member teaches. But if other arrangements cannot be made, the staff member's child(ren) who are enrolled in Cascade School District in grades K-12 may be in his/her classroom provided there are no students in the classroom and provided that school health

guidelines are followed. The children will remain in a designated area within the classroom. It is the staff member's responsibility to clean any district items used by their child. It is also the staff member's responsibility to ensure that the child(ren) are well-behaved and do not interrupt the workflow of others around them, including in the hallways.

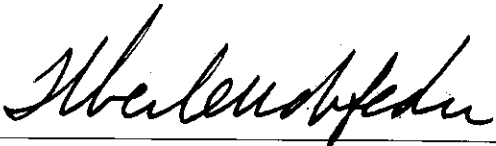
IX. Duration

This MOU shall remain in effect while CSD is following the Healthy Start Reopening Plan.

Dated this 14 day of January 2021.



Vicki Harrod , CEA President



Tracey Beckendorf-Edou, Cascade Superintendent