

**Memorandum of Understanding**  
**By and Between**  
**Evergreen Public Schools, No. 114**  
**and**  
**Evergreen Education Association**  
**Agreement Regarding Terms of Employment and**  
**Delivery of District Services Impacted by the COVID-19 Crisis**

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Evergreen Public Schools (The District) and the Evergreen Education Association (The Association) are committed to jointly planning and offering a safe, sustainable and flexible online/remote and hybrid instructional model, ultimately returning to in-person instruction when feasible. The District has developed a Reopening plan for the 2020-2021 school year that was adopted by the Evergreen School Board of Directors on August 11, 2020. We are committed to providing safe and equitable learning conditions for all students.

We agree, in an ever-changing pandemic, that we must be flexible and prepared to pivot between stages of remote, hybrid and in-person learning and teaching. Stages will be determined by the impacts of a changing health situation, available resources, and direction from The Office of the Superintendent of Public Instruction (OSPI), the Governor and the Health Department. As the public health situation continues to evolve, the District and the Association will continue to work together to problem solve concerns with these models through the labor relations process.

The 2020-2021 school year will begin with remote Learning 2.0. Remote learning 2.0 shall be implemented with the understanding that certificated employees shall proceed with work-related duties in compliance with health department safety procedures.

Employees are encouraged to report to their assigned work location during their typical and regular contract identified hours and locations. Employees may work remotely, from an alternative location, during the remote learning phase.

To accommodate students who will be receiving in-person individual and small group instruction, employees shall be available upon forty-eight (48) hour notice to report to their work location to provide in-person educational services.

When Clark County has reached the metrics outlined by the Clark County Department of Health, currently defined as four (4) consecutive weeks in the moderate category, a plan to return to a hybrid model will be implemented. Once a worksite, level, or program has moved to a hybrid phase, this will be the primary model of educational services.

When employees report to their assigned work location(s) during their contract identified hours and location, Health Precautions apply (*see leave provisions for possible accommodations*).

**A.) Health Precautions**

1. Face coverings: All employees, students, and building visitors shall wear a cloth face covering and/or protective face shield while at the worksite. (Exceptions are articulated in the leave of absence section of this agreement.)

- a. The District shall provide two (2) reusable face coverings for all employees. A supply of disposable masks will be available for anyone who enters school grounds without a mask.
  - b. Employees may choose to provide their own approved face coverings.
  - c. Employees working with students who cannot wear a face covering for the reasons described above shall be provided appropriate personal protective equipment (PPE) as described by the Department of Labor & Industries (L&I,) the Department of Health (DOH,) and the Centers for Disease Control (CDC).
2. Health Screening Employees: Upon entering/leaving any school facility employees must sign in/out at an attestation station. No employee shall enter any school facility or district owned vehicle if they are known to be exhibiting any COVID-19 symptoms.
3. Health Screenings students and patrons: Students and patrons will complete a daily attestation form for COVID-19 symptoms.
- a. Any employee assisting with health screenings shall be provided all appropriate 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 taking temperatures or supervising the quarantine room if part of their accommodation plan.
4. Physical Distancing: Capacity for students and employees in any facility and/or classroom shall be limited by physical distancing guidelines of at least six feet. 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.
- a. Prior to the first student-contact day, the District will determine the number of students that may be in a classroom or other facility while observing physical distancing.
  - b. The District shall provide appropriate PPE and training for employees who must perform tasks that cannot be accomplished with physical distancing, such as diapering.
5. Handwashing: The District shall provide adequate facilities and supplies for employees and student handwashing and/or hand sanitization as required by OSPI's guidelines. 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.
6. Exclusion of employees with COVID-19 symptoms: Employees who display COVID-19 symptoms shall be immediately quarantined/removed from the worksite and should contact their medical provider. They may not return to work without a release from a medical provider.
- a. Classrooms and other facilities visited by an employee or student who displayed COVID-19 symptoms shall be evacuated as soon as possible, and the areas visited will be disinfected according to CDC, DOH, and OSPI guidelines.
  - b. Employees who were in close contact, as defined by the Department of Health, with an employee or student who is excluded by the Department of Health shall be notified as soon as reasonably possible but no later than before the next school day.
  - c. The District shall provide a "quarantine room" for excluded students to wait for their parents/guardians. This room shall be designated specifically for this purpose and staffed by an employee

who has been trained in safety procedures. An employee providing supervision shall be provided appropriate PPE for working with students or employees demonstrating symptoms of illness.

7. Exposure to COVID-19: Employees who were in close contact, as defined by the Department of Health, with an employee or student who is excluded by the Department of Health shall be notified by the District as soon as reasonably possible but no later than the start of the next school day.
  - a. The District will provide full paid administrative leave and benefits, for any employee who is awaiting the results of COVID-19 testing (up to 3 days – with discussion in Labor Management, as necessary, in unique circumstances) because of exposure as described above. Test results, doctor’s note, or the lapse of a quarantine period, will be required before returning to the worksite. An employee who is awaiting a test result may be allowed administrative leave or to work remotely in consultation with their administrator.
8. Meetings: Meetings, including professional development, will follow state and local health care guidelines in regards to the size of groups. Employees with an accommodation may coordinate with their respective Principal or Administrator to participate in required expectations.
9. Sanitation of facilities: The District shall provide supplies by custodial employees to sanitize surfaces between classes and after lunches and meals to disinfect desks and other equipment.

**B.) Training and Professional Development**

1. All employees are required to complete 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
2. Equity and Inclusion Professional Development will be provided in a virtual two-day training scheduled during the contractual work day.

**C.) Employees in High-Risk Categories**

The District will request that employees in high-risk categories as defined by the CDC self-identify as soon as possible, but no later than September 4, 2020 – unless a new diagnosis is received. Employees are required to provide personal health information. The District will follow the ADA accommodation process. No employee in a documented high-risk category shall be expected or required to work without PPE, on any task that cannot be performed without physically distancing, and/or with students or employees who cannot wear face coverings.

**D.) Communication with Students and Families**

Students and their families will receive 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. This communication may be provided in the home languages of students’ families/ guardians, and must be provided in multiple formats.

**E.) Supervision for Compliance**

The District shall designate a social distancing monitor to monitor employee health and safety. Prior to any employees’ first workday, employees shall be notified of the name and contact information of this supervisor. No bargaining unit member shall act as such a supervisor.

## **F.) Remote Learning, Hybrid Model and Remote Assignment**

Effective on the date of this MOU, the instructional and service delivery model is summarized in Appendix A. The District and the Association will continue to work together through the labor relations process on instructional models with more in-person instruction.

1. Remote Learning: Remote learning will follow an employee's typical and regularly scheduled work duties and hours and the instructional services model as seen in Appendix A unless specific arrangements are made pursuant through the accommodation process.
2. Itinerant staff will have a designated primary work location during remote learning and will only be required to work from other locations based on student need.
3. Hybrid Model:
  - a. When a Hybrid model is implemented, each day shall be part of the 180-day contract.
  - b. All students assigned to a teacher shall count towards their bargained class size or caseload.
  - c. No employee shall be required to provide remote instruction on days when they are providing in-person instruction.
  - d. Certificated employees may be assigned duties such as bus duty, arrival/departure procedures and health screenings.

## **G.) Student Success**

1. Grading Practices
  - a. Grades are based on student work and individual proficiency and not timing of work submission.
  - b. No behavior grades will be included in a student's final letter grade. (Including but not limited to: participation, effort, citizenship)
  - c. Teachers will allow students to retake assignments and assessments to show growth towards standards. Teachers will avoid using a zero for missing work or as punishment.
  - d. Effective progress monitoring of student learning through weekly updated grades and student learning feedback.
2. Communication Practice
  - a. Teams will post their weekly design work using a common template appropriate to their level on the School Landing Page.
  - b. Individual teacher week-at-a-glance plans will be posted weekly using a common template appropriate to their level on school family sites.
3. Student Engagement Teams
  - a. Employees will input attendance and engagement data daily for each student.
  - b. Each teammate uses Student Engagement Team time as necessary each day while this process is implemented.
4. Common Weekly Schedule
  - a. Certificated instructional employees will follow the grade level common weekly schedules.

## H.) Equity

Student expectations and safety protocols as well as the response to a violation of these expectations and protocols will be designed with an Equity lens; taking into consideration cultural responsiveness and social emotional factors. Restorative practices will be used in the enforcement of these expectations and the district as well as school based Equity Teams will ensure that the enforcement is equitable across all subgroups.

## I.) Leaves

1. COVID-19 Exposure: The District will provide full paid administrative leave and benefits, for an employee who is awaiting the results of COVID-19 testing (up to 3 days – with discussion in labor management, as necessary, in unique circumstances) because of exposure as described above. Test results, doctor's note, or the lapse of a quarantine period, will be required before returning to the worksite. An employee who is awaiting a test result may be allowed administrative leave or to work remotely in consultation with their administrator.
2. Employees with COVID-19/Suspected COVID-19: Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
  - a. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA) for two weeks, not to exceed the statutory EPSL cap (\$511/day);
  - b. Leave for illness, injury or emergency;
  - c. Shared leave, if qualified;
  - d. Personal leave under the terms of the CBA;
  - e. Washington Paid Family Medical Leave (PFML);
  - f. Worker's compensation, if qualified;
  - g. Family Medical Leave Act, if qualified (unpaid leave except for continued health insurance benefits);
  - h. Unpaid leave of absence for the period of the temporary disabling condition;
  - i. Long-term disability benefits, if qualified; and
  - j. Unemployment benefits, if qualified.
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 individual 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 work site and may access any or all of the following benefits under the terms of the CBA or law:
  - a. EPSL not to exceeds the statutory EPSL cap (\$200/day) for two weeks;
  - b. Leave for illness, injury or emergency;
  - c. Shared leave, if qualified;
  - d. Personal leave, under the terms of the CBA;
  - e. Washington Paid Family Medical Leave (PFML);
  - f. Family Medical Leave Act (unpaid leave, after sick leave is exhausted, except for continued health insurance benefits); and
  - g. Unpaid leave of absence for the period of time the employee is unable to come to work at a District work site.

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 are encouraged to report to a District worksite, may work remotely while remote learning is the primary model at a worksite, or may choose to access any or all of the following benefits under the terms of the CBA or law:

- a. Request an accommodation;
- b. EPSL not to exceeds the statutory EPSL cap (\$511/day) for two weeks;
- c. Leave for illness, injury or emergency;
- d. Personal leave under the terms of the CBA;
- e. Shared leave, if qualified; and
- f. Unpaid leave of absence for the 2020-21 school year.

5. Higher Risk Individual in the Employee's Household: Employees who themselves are not at higher risk but have someone in the household who is at higher risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation are encouraged to report to a District worksite, may work remotely while remote learning is the primary model at a worksite, consistent with the forty-eight (48) hour notice expectation of the agreement, or may choose to access any or all of the following benefits under the terms of the CBA or law:

- a. Request an Accommodation;
- b. EPSL not to exceeds the statutory EPSL cap (\$200/day) for two weeks;
- c. Leave for illness, injury or emergency;
- d. Personal leave under the terms of the CBA;
- e. Shared leave, if qualified; and
- f. Leave of absence for the 2020-21 school year.

6. Employees with Children Impacted by School Closure: An employee who must care for the employee's child because of a school closure or unavailability of the care provider due to COVID-19 are encouraged to report to a District worksite, may work remotely while remote learning is the primary model at a worksite, consistent with the forty-eight (48) hour notice expectation of the agreement, or may choose to access any or all of the following benefits under the terms of the CBA or law:

- a. EPSL not to exceed the statutory EPSL cap (\$200/day) for two weeks;
- b. Emergency Family and Medical Leave (EFML) under the FFCRA (partially unpaid, and partially paid at 2/3 regular wages up to a maximum of \$200/day) may be eligible up to twelve (12) weeks;
- c. Leave for illness, injury or emergency;
- d. Personal leave under the terms of the CBA; and
- e. Unpaid leave of absence for the 2020-21 school year.

7. Employees Seeking Accommodations related to Health and Safety Concerns: Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or the social distancing monitor in the building and/or Human Resources. Such employees may in limited circumstances also have recourse through the Department of Labor & Industries under WAC 296-36-150.

8. Alternative Work Assignments: To maximize the District's options for meeting the educational, social and emotional needs of students in the unusual circumstances of the 2020-21 school year, the Association and District agree to the following limited opportunity for temporary reassignment of employees:
- 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 be assigned to perform work for which the employee is appropriately trained, licensed (if applicable) and prepared to perform or out of endorsement as needed;
  - c. Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
  - d. Such employee shall 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 shall 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 normal school operations, subject to existing contract rights of the District to reduce the workforce and/or reassign employees within the same bargaining unit; and
  - h. This provision applies exclusively to the assignments and job duties of Association represented employees. Association-represented employees will not be assigned job duties performed by job classifications in other bargaining units without the agreement of any affected bargaining unit(s).

**J.) 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 agreement will be interpreted consistent with those rules and agencies. Some of the leave entitlements may require documentation from a health care provider. The leave entitlements within the FFCRA (both EPSLA and EFMLA) currently expire December 31, 2020, and the parties agree to meet prior to that date to reconsider whether the leave entitlements above will be amended.

**K.) Compensation**

Employees on continuing and leave replacement contracts will continue to be compensated under the terms of the Collective Bargaining Agreement as a result of COVID-19. There shall be no reduction of compensation for any supplemental contract already in place, as a result of the school closure(s) related to Coronavirus/COVID-19 so long as the work related to the contract is appropriately adapted to the learning platform or assignment. Co-curricular and extra-curricular contracts shall be paid in pro-ration to pre-arranged and mutually agreed upon workload expectations based on stipulated student opportunities and engagement, as modified to meet physically distancing and safety protocols.

- a. Travel stipends are suspended until such time that the affected employee resumes in-person duties that requires traveling.
- b. Co-curricular and extra/activity stipends will be suspended with the exception of the below list until school resumes in-person.

- High School: Yearbook, Newspaper/Video News, Foreign Exchange Coordinator, Honor Society, ASB Advisor, Senior Class Advisor and Junior Class Advisor
- Middle School: yearbook and ASB Advisor
- Elementary: None at this time

**L.) Evaluations**

1. The District shall engage in certificated educator evaluations for the 2020-21 school year. The parties agree to the evaluation process described in the collective bargaining agreement, with certificated employees assigned to a Comprehensive or Focused evaluation as follows:
  - a. Certificated employees who are scheduled for a Focused evaluation for the 2020-2021 school year shall proceed with the Focused evaluation process.
  - b. Certificated employees who are not provisional employees but are scheduled for a Comprehensive evaluation in 2020-2021 shall proceed with a Comprehensive evaluation. The certificated employee and the evaluator will choose two criteria to be formally scored, following the collective bargaining language for determining the one criterion on a Focused evaluation. The remaining six criteria will be assigned the score received on the most recent Comprehensive evaluation.
  - c. Certificated employees with zero to three years of experience teaching in Washington State, or in their first year of teaching in the District and with prior experience in a Washington school district, shall be on a Comprehensive evaluation for the 2020-21 school year.
  - d. Certificated employees who did not receive a satisfactory rating on their Comprehensive evaluation in 2019-2020 shall proceed with a Comprehensive evaluation for 2020-2021.



**Instructional and Service Delivery Model**

Effective on the date of this MOU, the instructional and service delivery model is described in Appendix A.

**Dispute Resolution Provisions**

Should an employee have a concern related to this MOU, the employee will first raise the concern to their Administrator within 48 hours when the employee first learned of the concern. If the parties are unable to satisfactorily address the concerns, it will be addressed through the Labor Relations Process within three (3) days.


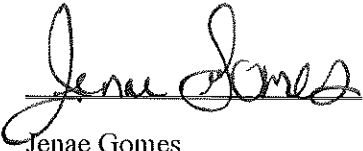
**Effective Dates**

This MOU shall be in effect for the 2020-21 school year and shall sunset on the last instructional day of the school year, or at such time it is determined to be safe to bring all students and employees back for in-person instruction. All other provisions of the collective bargaining agreement shall remain in full effect. This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19. In the event new, binding guidance or legislation comes into effect during this time, such as a waiver of the 1027- hour rule, the parties shall meet to bargain the impacts.

Dated this 27th day of August, 2020.

For the District:

For the Association:



Jenae Gomes

William Beville

Chief Operations Officer

EEA President

# The What

## Modified Scope + Sequences

Provides a condensed, clear sequence of prioritized learning using core resources over the course of the year

# The How

## Operational Guidance

Outlines the system-level practices and expectations for teachers, teams and specialists that are key in the weekly/daily operation of remote learning to ensure success

- Collaboration and Communication
- Supply Distribution
- Grading
- Student Engagement Team + Process
- Measuring and Monitoring
- Professional Development Supports

## Instructional Guidance

Provides a picture of how instructional practices and routines are lived out in a remote environment and what common tools will be used to support remote learning

- Instructional Contexts (Whole Group, Small Group and Individual Learning)
- Expectations for Teacher Input/Student Output + frequency in a remote context
- Recommended Digital & Tangible Tools to Support Learning
- Expectations for student assessment and feedback in a remote context

# The What & How Meets The When & Who

## Schedules for Teachers and Students/Families

Gives a picture of how the instructional and operational guidance lives across a day/week

## Collaborative Design Tool (Team Facing)

A weekly team learning design frame to support the process of matching content, tools, resources and support to meet learner needs

## Individual Teacher Week-at-a-Glance (Teacher + Family Facing)

The weekly team learning design frame tailored to meet the needs of each teacher's student group

## Building Landing Page

Provides opportunities to share team design work in order to build our collective capacity across the school and system

## Family Facing Websites

Provides weekly access to learning flow and expectations for students and families