

Memorandum of Understanding
By and Between
The Camas School District 117
and
The Camas Education Association (CEA)

Agreement Regarding Terms of Employment and
Delivery of District Services Impacted by the COVID-19 Crisis

The District shall prioritize the needs of traditionally underserved student populations, focusing on equitable education and services for students of color, students living in poverty, students who identify as LGBTQ+, Special Education students, and ELL students.

Our District and Association agree upon this Memorandum amidst the COVID-19 pandemic in order to resolve questions regarding employment and District services in this unprecedented time.

The [Reopening Washington School 2020 Planning Guide](#) shares that districts should plan to meet the 180 day, 1027 instructional hour requirements and acknowledges that this may need to occur through a blended on-campus/remote option. Our District has built our school year and contracts to include 180 instructional days. The State Board of Education recently adopted emergency rules that allow for a remote learning day to count towards the 180 days and towards the instructional hour requirement if “those hours of educational activity planned by and under the direction of school district staff that are delivered through learning modalities which may include but are not limited to distance learning, hybrid classrooms, rotating schedules, or other methods that allow for delivery of basic education services during the COVID-19 epidemic.” ([SBE.WA.GOV](#))

The Camas School District is planning a sustainable and flexible remote-only/hybrid/in-person instructional model, allowing educators to pivot at any time between remote, hybrid and in-person learning. These instructional models and stages, described in **Appendix A**, will be determined by the impacts of a changing health situation, available resources, and direction from OSPI, our Governor and our Health Department(s). Our model of reopening schools, including all potential hybrid learning models, will prioritize the health and safety of our students, staff and entire district-community, positive and justice-driven educational outcomes, the social-emotional needs of students and staff, and thoughtful financial stewardship.

1. **Health and Safety:** District wide health and safety protocols have been designed to comply with guidance of all applicable public health agencies. Strict compliance with all relevant District safety and health rules will be an essential function of each employee’s job. The District will follow all guidelines specified by OSPI, Governor Proclamations, and Health Department(s). The [Washington Department of Health Fall Guidance for Schools](#) specifically sets forth student and staff health precautions. Effective on the date of this MoU, the Camas School District Health and Safety Protocols are described below:
 - a. **Face coverings:** All employees, students, and building visitors shall wear a cloth face covering or protective face shield **combined with a face covering** while at the worksite, except those with a medical condition that would prevent them from comfortably wearing or removing a face covering; those with respiratory conditions that would prevent wearing face covering, or have trouble breathing; those who are deaf or hard of hearing and use facial and mouth movements as

part of communication; and those advised by a medical, legal, or behavioral health professional that wearing a face covering may pose a risk to that person.

- i. The District shall provide ~~disposable~~ face coverings **in accordance with L & I and DOH requirements** for all employees and students as needed. **Employees should consult with the designated COVID Captain at their school for individual circumstances.** Employees and students may provide their own face coverings as long as the mouth and nose are covered.
 - ii. Employees working with students who cannot wear a face covering for the reasons described above shall be provided all appropriate personal protective equipment (PPE), including but not limited to medical grade masks and gloves, as described by the L & I, the DOH, and the CDC. **Employees should consult with the designated COVID Captain at their school for individual circumstances.**
- b. **Employee Health Screenings:** Upon entering/leaving any school facility, employees must sign in/out utilizing an attestation process. No Employee shall enter any school facility or vehicle if they are exhibiting any COVID-19 symptoms that are not caused by another condition.
- c. **Student and Patron Health Screenings:** Prior to entering any school facility or, students and patrons will be screened for COVID-19 symptoms that are not caused by another condition and will have their temperature checked by their parent/guardian through an attestation process. Students for whom no attestation was received will be screened by school personnel. No student or patron will enter any school facility or vehicle if they display any COVID-19 symptoms that are not caused by another condition. Health screening forms must be provided in the home language of students' families/ guardians.
- i. 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.
 - ii. No employee in a high-risk category as described by the [Center for Disease Control \(CDC\)](#) shall be required or expected to assist with health screenings.
 - iii. The parent attestation process must be completed prior to boarding a bus. The process includes a temperature check review of screener symptoms. If parents do not complete the attestation, staff will screen students upon arrival to school.
- d. **Physical Distancing:** Capacity for students and staff in any facility and/or classroom shall be limited by physical distancing requirements between all students and staff as specified by health department(s) guidance at that time. 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.
- i. Prior to the first student contact day, the District will determine the number of **people students** that may be in a classroom or other facility while observing physical distancing. **Employees should check with their administrators if they have questions about their space.** In the event the employee does not agree with this determination, the employee shall appeal the determination to the superintendent, who shall make a determination within two (2) business days. During this time, the classroom or facility shall not exceed the lowest proposed capacity.

- ii. The district shall provide appropriate PPE and training for employees who must perform tasks that cannot be accomplished with physical distancing, such as diapering.
- e. **Handwashing:** The district shall provide adequate facilities and supplies (**including hand sanitizer**) for staff and student handwashing as required by DOH and 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.
- f. The district shall provide an exclusive area for students who have developed symptoms not caused by another condition to wait for their parents/ guardians. This room shall be designated specifically for this purpose.
- g. **Exposure to COVID-19:** Employees who are exposed to any student or other district employee who has a confirmed case of COVID-19, shall be notified by the district as soon as reasonably possible, at the direction of the health department(s).
 - i. The district will provide leave and benefits for any employee who is awaiting the results of COVID-19 testing because of exposure as described above pursuant to “Leaves, 3(a)ii” in the main body of this Memo of Understanding.
- h. **Meetings:** Meetings, including professional development, will follow Health Department(s) and Governor Proclamation guidance. Employees defined as at higher risk for serious illness, and those with approved accommodations, shall be provided a remote option for attendance. Depending on current guidance, meetings may be held in spaces where social distancing is possible.
- i. **Disinfecting facilities:** The district shall provide custodial support to disinfect all surfaces used by students in between use by different students and patrons. For example, custodial support may be provided between classes and after lunches and meals to disinfect desks, computers, and other equipment. Supplies will be provided to employees who need to disinfect areas when custodial support is not available. **If a custodian is out, a substitute will be sought for the full shift during the duration of this Memo of Understanding.**
- j. **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 student contact day. This training shall be paid at the appropriate per diem rate for all staff and may be scheduled on a district or building directed professional learning day.
- k. **Employees in high-risk categories:** Employees seeking accommodations or remote work options do not have to provide personal health information, but will be required to sign an affidavit and provide a statement from a medical professional advising them to self-isolate and affirming that they are in a high-risk category. No employee in a high-risk category as described above shall be expected or required to work without PPE, on any task that cannot be performed without social distancing, and/or with students or staff who cannot wear face coverings. This may result in temporary reassignment if the employee’s assignment requires these conditions.

- l. **Communication with students and families:** The District will provide 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.
 - m. **Supervision for compliance:** The Director of Talent Development is designated as the District supervisor to monitor employee health and safety. Each District location will have a designee to perform this function. **The District will implement an anonymous online reporting system. Employees will not be disciplined for compliance issues if the complaint is received solely in this manner unless an investigation reveals the complaint was founded. No employee shall be subjected to any adverse impact for raising health and safety concerns.**
 - n. **Vaccinations: The District will follow Department of Health and Washington State guidelines related to required vaccinations.**
 - o. **Indoor Air Quality – The district will review the functionality of the HVAC system every morning and make any needed repairs a priority. The HVAC systems district wide, including portables, have had the operating schedule extended and are bringing in more outside air. The district will complete random field testing throughout the week to ensure the HVAC system functionality, and will follow all regulations pursuant to the Washington Department of Health “Ventilation and Air Quality for Reducing Transmission of COVID-19.” Employees may utilize a personal air purification device during the instructional day as long as it is included on the Department of Health list of certified cleaning devices recommended for schools: <https://ww2.arb.ca.gov/list-carb-certified-air-cleaning-devices>. Maintenance, to include filter changes, are the responsibility of the owner of the unit. An exception to School Board Policy 6811 will be made for the duration of this Memo of Understanding.**
2. **Compensation:** Employees on continuing and leave replacement contracts will continue to be compensated under the terms of the Collective Bargaining Agreement (CBA) as a result of the school closure(s) related to Coronavirus/COVID-19. We hope to avoid reduction of compensation for any supplemental contract such as co-curricular activities 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 through creation of a contact plan receiving administrative approval. Compensation will be in proration to the component(s) of the work performed and completed. Employees receiving supplemental activity contracts may be able to perform services to students in a flexible fashion based on student needs, should the contracted activities not be possible.
3. **Leaves:** COVID-19 presents unique health, 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. In all cases, strict compliance with all relevant District safety and health rules will be an essential function of each employee’s job.
 - a. **Employees with COVID-19/Suspected COVID-19:** Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 that are not caused by another condition and are awaiting 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 CBA or law:

- i. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), **if available**, with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;
- ii. In the event a worksite outbreak has been traced by Health Department officials, an employee who is experiencing COVID-19 symptoms and is awaiting test results, or who has a confirmed case of COVID-19, and is quarantined as a result of that outbreak will receive up to fourteen (14) additional days of paid leave. A healthcare professional's note will be required, consistent with the CBA. If someone is awaiting a test result based on a potential exposure, they shall receive paid administrative leave (normally 2-5 days) or may work remotely in consultation with their administrator.
- iii. Leave for illness or emergency;
- iv. Shared leave;
- v. Personal leave;
- vi. Washington Paid Family Medical Leave (PFML);
- vii. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.);
- viii. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
- ix. Approved unpaid leave of absence for the period of the temporary disabling condition;
- x. Long-term disability benefits; and
- xi. Unemployment benefits.

If after accessing all of these benefits an employee has no option other than an unpaid leave, the District and Association shall meet to discuss other paid leave options.

- b. **Employees Quarantined Due to Possible Exposure to COVID-19:** Employees who have been advised by a public health agency to quarantine at home due to confirmed direct exposure to COVID-19 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:
 - i. Alternative assignment for work/services which may be provided from home, if available (see 3.k-1 below);
 - ii. EPSL, **if available**, with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by (a) ten (10) days of paid administrative leave if the quarantine was due to confirmed exposure at a District work site; or (b) other paid leaves identified below if the quarantine was due to reported exposure elsewhere;
 - iii. In the event a worksite outbreak has been traced by Health Department officials, an employee who is experiencing COVID-19 symptoms and is awaiting test results (typically 2-5 days), and is quarantined as a result of that outbreak will receive ten (10) additional days of paid leave. A healthcare professional's note will be required, consistent with the CBA.
 - iv. Leave for illness or emergency;
 - v. Personal leave;

- vi. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.);
 - vii. Approved unpaid leave of absence for the period of the quarantine; and
 - viii. Unemployment benefits.
- c. **Employees Who are Caregivers for Someone with COVID-19/Suspected COVID-19:** Employees who are the caregiver for an individual who is subject to quarantine ordered by a health care provider because that individual has been diagnosed with COVID-19, or is experiencing symptoms of COVID-19 that are not caused by another condition and is awaiting 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:
- i. Alternative assignment for work/services which may be provided from home, if available (see 3.k-1 below);
 - ii. EPSL, **if available**, with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below with direction from a health care provider to self-isolate;
 - iii. Leave for illness or emergency;
 - iv. Shared leave;
 - v. Personal leave;
 - vi. Washington Paid Family Medical Leave (PFML);
 - vii. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - viii. Approved unpaid leave of absence for the period of time the employee is unable to come to work at a District work site; and
 - ix. Unemployment benefits.
- d. **Higher Risk Employees:** Employees who are at higher or moderately higher risk of severe illness or death from COVID-19 **and has a doctor note directing them to self-isolate** based on a documented underlying health condition, defined by the [Center for Disease Control \(CDC\)](#) and as specified in Governor Inslee's [Proclamation 20-46.2](#) may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- i. Alternative assignment for work/services which may be provided from home, if available (see 3.k-1 below);
 - ii. EPSL, **if available**, with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below with direction from a health care provider to self-isolate;
 - iii. Leave for illness or emergency, **with the option of requesting shared leave**;
 - iv. Personal leave;
 - v. Approved unpaid leave of absence for the 2020-21 school year; **or upon receipt of complete vaccination series**; and
 - vi. Unemployment benefits.
- e. **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 **and has a doctor note directing them to self-isolate** based on a documented underlying health condition, defined by the [Center for Disease Control \(CDC\)](#) and as specified in Governor Inslee's [Proclamation 20-46.2](#) may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- i. Alternative assignment for work/services which may be provided from home, if available (see 3.k-1 below);
 - ii. EPSL, **if available**, with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below with direction from a health care provider to self-isolate;
 - iii. Leave for illness **with the option of requesting shared leave**;
 - iv. Personal leave; and
 - v. Approved unpaid leave of absence for the 2020-21 school year **or upon receipt of complete vaccination series**.
- f. **Employees with ~~Children-Childcare Concerns Impacted by Distance Learning~~**: The District will provide childcare through our Community Education childcare program at the staff rate, and may provide on-campus options. Children may accompany their parent/guardian under unique circumstances following consultation, review, and pre-approval from administration. Anyone entering the school worksite is required to follow safety guidelines, including frequent handwashing, wearing face coverings, and observing social distancing.
- g. **Employees with Children Impacted by Distance Learning**: An employee who must care for the employee's child because of a school or daycare closure or unavailability due to COVID-19 precautions may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- i. Alternative assignment for work/services which may be provided from home, if available (see 3.k-1 below);
 - ii. EPSL, **if available**, with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below ~~with direction from a health care provider to self-isolate~~;
 - iii. Emergency Family and Medical Leave (EFML) under the FFCRA, **if available**, (partially unpaid, and partially paid at 2/3 regular wages up to a maximum of \$200/day) with possible supplementation up to the employee's regular daily salary by other paid leaves identified below (affidavit required from employee attesting to lack of child care);
 - iv. Leave for illness, injury or emergency;
 - v. Personal leave; and
 - vi. Approved unpaid leave of absence for the 2020-21 school year.
- h. **Employees Who Cannot Wear a Face Covering or Other Required PPE**: An employee whose assignment requires work at a District work site and who cannot wear personal protective equipment (PPE) required for the employee's assignment, including but not limited to a face covering, **and has a doctor note to self-isolate**, may choose to access any or all of the following benefits upon presentation of appropriate documentation from the employee's

health care provider and under the terms of the applicable collective bargaining agreement (CBA) or law:

- i. Alternative assignment for work/services which may be provided from home, if available (see 3.k-1 below);
 - ii. Leave for illness, **with the option of requesting shared leave**;
 - iii. Personal leave;
 - iv. Approved unpaid leave of absence for the 2020-21 school year; and
 - v. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).
- i. **Employees Who Choose to Not Wear a Face Covering or Other Required PPE:** An employee whose assignment requires work at a District work site 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 do so, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- i. Alternative assignment for work/services which may be provided from home, if available (see 3.k-1 below);
 - ii. Personal leave; and
 - iii. Approved unpaid leave of absence for the 2020-21 school year.
- j. **Employees Who Otherwise Choose to Not Work at a District Work Site Due to Concern for Safety:** An employee whose assignment requires work at a District work site and who does not fit within the conditions of items 3.a-h above, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- i. Alternative assignment for work/services which may be provided from home, if available (see 3.k-1 below);
 - ii. Personal leave; and
 - iii. Approved unpaid leave of absence for the 2020-21 school year **or upon receipt of complete vaccination series**.
- k. **Concern About Workplace:** 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 the Department of Labor & Industries under WAC 296-36-150.
- l. **Alternative Work Assignments Provision One:** When an employee's assignment requires work/services at a District work site and the employee cannot, or chooses to not, work at a District work site, the District will attempt to accommodate these circumstances by assigning the employee to available work that can be provided remotely from home on the condition that the employee is qualified, prepared and willing to provide such services, which may include being assigned an out-of endorsement assignment pursuant to school board approval. The District will make every reasonable effort, including offering out-of-endorsement waivers, to allow these employees to work remotely or with a limited number of students. When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:

- i. Employees who hold the appropriate training, licensing, endorsement or other qualifications for the position;
 - ii. Employees quarantined by a medical professional due to possible exposure to COVID-19;
 - iii. Employee is the caregiver for someone with COVID-19/suspected COVID-19 while waiting for medical diagnosis;
 - iv. Employees who are at high risk for serious illness or have high risk individual in the employee's household;
 - v. Employees with children impacted by day care closure due to COVID-19;
 - vi. Employees who cannot wear a mask or other required PPE;
 - vii. Employees who choose to not wear a mask or other required PPE.
 - viii. Employees who choose to not work at a District work site due to concern for safety;
- and

If two or more employees have equal priority under the conditions above, the District will use District seniority to make the assignment. 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 employees previously awarded such assignments in order to accommodate remote assignments for other employees whose need for an alternative assignment arises later in the school year.

- m. **Alternative Work Assignments Provision Two:** 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:
 - i. 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 closure of school facilities;
 - ii. Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable) and prepared to perform;
 - iii. Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
 - iv. Such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's normal assignment;
 - v. Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description;
 - vi. Such temporary assignments may, with advance notice to the Association, include a reassignment of employees (a) to work within the jurisdiction of another bargaining unit, or (b) from other bargaining units to work residing within the jurisdiction of this bargaining unit; provided, the other bargaining unit agrees to similar provisions, and further provided that union dues, if any, paid by the employee will continue to be paid to the representative of the employee's original bargaining unit;
 - vii. 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
 - viii. This provision applies exclusively to the assignments and job duties of CEA-represented employees, unless agreed to by other bargaining units.

CEA-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).

- n. **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~~ **March 31, 2021**, and the parties agree to meet prior to that date to reconsider whether the leave entitlements above will be amended. When the governor's order regarding "higher risk employees" expires, the parties agree to meet on or about that date to address future guidance for such employees based on the actions or inactions of the governor.
4. **Evaluation:** The District shall engage in certificated educator evaluations for the 2020-21 school year. The parties agree to amend the evaluation process described in the CEA collective bargaining agreement, as follows:
- a. All non-provisional classroom teachers and Counselors that received a score of "Proficient" or "Distinguished" during the 2019-20 school year shall be on a Focused evaluation for the 2020-21 school year. Teachers may request a comprehensive evaluation, using the guidelines outlined below. Teachers who did not receive a summative score in 2019-20 may use their summative score from the 2018-19.
 - b. Classroom teachers, Teacher Librarians, and TOSA/Instructional Facilitators with three or fewer years of experience teaching in Washington State, or in their first year of teaching in Camas and with prior experience in a Washington school district shall be on a Comprehensive evaluation for the 2020-21 school year.
 - i. With evaluator agreement, these employees may decide on two criteria to be formally scored using evidence provided during the 2020-21 school year. Determination of the two criteria must include approval by the teacher's evaluator, per WAC 392-191A-120 and 392-191A-210.
 - ii. The remaining six criteria will be scored by assigning the score received in the Employee's most recent Camas School District Comprehensive evaluation, if available. Employees may be moved to a regular Comprehensive cycle (all eight criteria) if notified in writing by December 15.
 - c. All ESA's will participate in the pilot evaluation program for the 2020-21 school year.
 - d. Educators on Focused or Comprehensive evaluations shall have two observations of their educational practice conducted. One observation shall be planned for a time when the educator is engaged in synchronous in-person or virtual instruction (classroom teachers) or other role-specific learning experience (Counselors, ESAs, Teacher Librarians) with students, and will include a pre-observation conference. The second observation may be scheduled or unscheduled based on teacher preference. Both observations shall include post-observation conferences. Casual (drop-in) observations may occur pursuant to the Collective Bargaining Agreement [Section 3.20(d)14].
 - e. Educators on a Plan of Assistance may be observed more than two times for the purpose of providing additional feedback and support as needed and as documented in the educator's Plan.

- f. Any educator may request additional observations for the purpose of receiving feedback about and engaging in professional conversations about their practice.
 - g. **If a student growth goal outcome cannot be achieved because of shifts in student demographics, the evaluator will leave that indicator blank.**
5. **Instructional and Service Delivery Model:** Effective on the date of this MoU, the instructional and service delivery model is described in **Appendix A**. Timelines of transitions to models with more in-person instruction will be dependent upon health department recommendations and data related to cases in Clark County, informing the [District’s Phased Return to In-Person Learning](#).
- a. **Definitions (January 15, 2021)**
 - i. **Remote-only: Students served through our remote learning platform**
 - ii. **Small Group: Students grouped in cohorts of 15 or less (could be A/B model); shortened school day; remote learning still primary learning delivery model**
 - iii. **Hybrid: Students grouped in A/B cohorts for two full days of in-person instruction per week; remote learning delivery model for other three days; capacity determined by state physical distancing parameters**
 - iv. **In-Person: Students attend four full days of in-person instruction per week; remote learning delivery model on Wednesdays; capacity determined by state physical distancing parameters; phasing towards five (5) days per week. Some students may continue to receive remote instruction.**
6. **Communication:** The District will continue to provide updates regarding recommendations from appropriate Clark County Public Health and CDC agencies and the Office of the Superintendent of Public Instruction related to school operations and appropriate measures under way to minimize the spread of the virus. The parties shall meet to discuss working conditions prior to schools reopening.
7. **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 staff back for full-time 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.

Tentative Agreement Reached on Amendments, January 13, 2021 at 8:10 p.m.

Agreed to this ~~21st day of August, 2020~~ 14th day of January, 2021. Signed this ~~21st day of August, 2020~~ 15th day of January, 2021.

FOR THE ASSOCIATION:

Original Signature on File

Michelle Houle, CEA President

FOR THE DISTRICT:

Original Signature on File

Dr. Jeff Snell, Superintendent
on behalf of the Board of Directors

APPENDIX A: Instructional and Service Delivery Model

According to the Office of the Superintendent of Public Education, all school districts this year, including those who will provide their learning online, will need to have weekly schedules for each student, daily engagement or assigned work for each student, and requirements for daily attendance. In addition, all districts must meet the number of instructional days and hours required in state law, consistent with the State Board of Education's rules on the definition of an instructional hour.

[CDC Interim Guidance for Child Care Providers and Schools](#)

[Washington Department of Health Fall Guidance for Schools](#)

1. Considerations for Working Conditions

Our District is planning for students to select a full-time remote learning option (Camas Connect Academy), students being on campus meeting social distancing and other state guidelines, blended learning experiences between on-campus and remote learning, and students flexing in and out of on-campus learning based on community and individual health concerns. Staff who are voluntarily or involuntarily assigned to Camas Connect Academy for the 2020-21 school year may return to the position they vacated for the 2021-22 school year if they choose and the position is available. Our District is also planning for staff, that due to underlying health conditions, require remote teaching and staff that could miss days because of an evolving health situation during the school year.

Certificated staff will provide learning opportunities consistent with their job descriptions. In consultation with their building and/or district administration, Certificated Staff may develop individual plans to work remotely when the work can be accomplished outside of school facilities, consistent with the [District's Phased Return to In-Person Learning](#). Flexibility between on-campus and remote teaching may be lengthened depending on COVID-19 levels and other indicators, along with guidance from the Department(s) of Health and other governmental agencies.

Small group in-person orientations, assessments, and/or instruction with students would occur during the five (5) days before **small group and/or** hybrid transition for that building. Teachers may provide in-person services earlier at their choice, in consultation with their building administration, or as required by specific student needs, taking into consideration those with approved accommodations and those working remotely pursuant to Section 3, Leave, a-j. **Every effort will be made to widely share plans, schedules, and logistics at least ten (10) days, but no fewer than five (5) days in advance of any change from remote, to small group, to hybrid, to in-person instruction.**

- Lessons **during the remote-only phase** shall be a combination of synchronous and asynchronous delivery methods. ~~with lessons introducing~~ New content **may be** delivered **synchronously or** asynchronously so students are easily able to view the content multiple times. **In consultation with building administrators, certificated staff shall have the option to provide remote instruction simultaneously when they are providing in-person instruction, and may teach in person and remote classes on the same day. For classes with only a single section, it may be necessary to teach in-person and remote students simultaneously, depending on scheduling constraints, and in consultation between the teacher and administrator. It is understood that students in remote**

learning participating in an in-person class may not receive the same level of attention as students in the room with the teacher.

3. Teachers will design lessons based on priority standards or agreed upon “big ideas” of the discipline where priority standards have not yet been identified. Teachers will design instruction using and adapting core adopted materials. It is understood that core materials will be supplemented with resources that can support students in distance learning.
4. At the elementary level, **during remote-only instruction**, synchronous whole-group community circles **experiences focusing on SEL shall be conducted daily for at least thirty (30) minutes.** Every teacher will be expected to embed a focus on Social Emotional Learning within their lessons. **In addition, synchronous check-ins with small groups of students shall be conducted weekly. During the small group and hybrid phases, whole-group community experiences with both on-site and remote cohorts shall begin within two weeks after the phase begins. Classroom teachers will not be required to provide more than two asynchronous or synchronous academic lessons (not counting the community experience) on Wednesdays when their grade-level begins serving students during the small group and hybrid phases. Wednesday early dismissal expectations will follow the CBA.**
5. The district shall schedule adequate time in the beginning of the school year for individual universal screening for SEL, academic, and family needs for all students. Adequate paid training on the universal screening tool shall be provided prior to screening tool administration if provided outside of the contracted workday. The district shall schedule staff meetings and/or collaboration time after the screening window closes for employees to review the data from the universal screenings and design supports.
6. Weekly learning calendars (~~Week-at-a-Glance document provided~~) shall be created and posted for students and families the week prior to instruction with follow-up information provided in a timely manner. Providing these calendars weekly ensures that formative data is used to plan subsequent lessons.
7. At the elementary level **during the remote-only phase**, outreach will occur no less than once every two weeks with each family to ensure connectivity and respond to questions or concerns. **Formal parent-teacher conferences that were scheduled for the first week of February are cancelled and will not be rescheduled for the 2020-21 school year. This agreement rescinds the previous conference MoU dated October 14, 2020.**
8. At the secondary level, weekly outreach will occur with students not engaging or meeting identified standards to ensure connectivity and respond to questions or concerns.
9. Students served on IEP’s, EL learners, or are in other ways identified as vulnerable or have demonstrated a history of not benefitting from distance learning may receive instruction on campus. Educators who provide these services will have the opportunity to provide input on coordination of these services prior to in-person student contact, pursuant to Section 3, Leave, (a-j).

10. We acknowledge the 1/5th rule for students served on IEP's pursuant to Section 3.07(b)1 of the [Collective Bargaining Agreement](#) may be impacted if combining students served on IEP's is advantageous to the students' educational program. Support would be provided pursuant to remedies included in the Collective Bargaining Agreement.
11. The District will work with Clark County Public Health to review indicators of COVID-19 Activity in determining how and when to transition students back to on campus learning from remote learning. An overview is provided here: [Camas School District Phased Reopening Plan](#). **As grade levels and/or programs transition to in-person (including small group) instruction, all employees will be expected to report daily to their assigned work location during their typical and regular contracted-identified hours and locations pursuant to Section 3, Leave, (a-j). During the small group phase, teachers shall be able to work remotely when their students are not present if they are able to perform all of their responsibilities (including in-person meetings pursuant to Section 1, Health and Safety, [h]) and are accessible to staff, parents, and students.**
12. Elementary teacher planning time is identified in Remote Expectations Draft, and will be no less than the guaranteed 150 minutes per week to be provided through the scheduling of specialists identified in our CBA. **Prior to hybrid instruction beginning, the District and Association will meet to ensure adequate planning time. Specialists at the elementary level will provide remote lessons until the cohort hybrid phase (A/B Cohort, two full days per week). Once in hybrid, specialists will teach no more than seven sections a day, and with in-person instruction will return to regular CBA language.**
13. Secondary teacher planning time is identified in the Remote Expectations Draft, and will be no less than that defined in our CBA.
14. No student grades shall be penalized because of lack of access to technology or remote learning platforms, or because of lack of access to transportation, or because they are caring for family members/siblings based on the unique circumstances of each student.
15. Safety and Discipline: Ensuring the safety and health of students and staff shall be the District's first priority and will be based upon CDC and [Department of Health Guidelines](#). Students shall be required to follow all safety protocols. [CDC Interim Guidance for Child Care Providers and Schools](#)
 - a. The District shall design age and culturally appropriate student expectations for safety protocols. These expectations shall be enforced equitably across the district.
 - b. The District shall provide face coverings for all students as needed. No student shall be permitted to enter any school facility unless they are wearing a face covering, except as permitted by the DOH. Students may use their own face coverings.
 - c. Students will be provided age and culturally appropriate and instruction on face-coverings, hygiene, and physical distancing within the first week of on-site school.

- d. Students new to the District after the start of the school year will also be provided time with a counselor, nurse, or social worker for universal screening and instruction health and safety protocols as described above.
- e. Students who willfully and knowingly violate safety protocols may be excluded from the classroom, in accordance with the collective bargaining agreement and state law.
- f. In the event a student willfully and knowingly violates safety protocols towards another student in a manner that may cause harm (for example, purposefully removing a mask and coughing or sneezing on another student), the building administrator shall immediately notify the parent or guardian of the affected student. In the event a student willfully and knowingly violates safety protocols towards an employee in a manner that may cause harm (for example, purposefully removing a mask and coughing or sneezing on the employee), the employee may be placed on paid administrative leave in consultation with the employee and building administration while being tested for COVID-19 and while awaiting the results. In the event the employee tests positive for COVID-19 after such an incident, the district shall provide paid leave pursuant to “Leaves, 3(b)” in the main body of this Memo of Understanding.
- g. Student discipline for any infraction described above shall be proportionate to the age and cognitive ability of each child.

16. Lunch: Every effort will be made to provide employees with an appropriate space to spend their duty-free lunch if their classrooms are being used by students during the employee’s lunchtime. Classroom teachers are not required to supervise student lunchtime.