

Addendum to the Memorandum of Understanding Between

**La Center School School District (District)
And the
La Center Education Association (Association)**

February 4, 2021

The Memorandum of Understanding (MOU) Addendum will be updated based on changes made in our MOU meetings starting on 1/12/2021.

Whereas, the parties agree there are serious concerns about the well-being of staff, students, and parents during the COVID-19 pandemic, and;

Whereas, the District has received recommendations and requirements for opening schools from the Office of the Superintendent of Public Instruction, State of Washington, state and county Departments of Health, and the CDC.

Whereas, the Association and District agree that in-person, face-to-face learning, is the most beneficial platform to meet student's needs.

Whereas, the continuation of instruction in our District will prioritize the health and safety of our students, staff and entire district community, positive and equitable learning conditions, as well as the social-emotional needs of students.

Whereas, the parties desire this MOU to change the terms and conditions of work for Association employees for the 2020-2021 school year, consistent with the Opening Plan and relevant federal, state and local health and education requirements due to the unique circumstances of the ongoing, global COVID-19 pandemic; and

Therefore, the following expectations have been developed in collaboration with the Association and the District in response to the La Center School District Opening Plan for the 2020-2021 school year.

For whom should your community provide in person learning?

For School Administrators, Local Health Officers, and Community Stakeholders

The risk of COVID-19 being introduced into the school and spreading depends on the health and safety measures taken by schools and the level of COVID-19 spread in the community. Consider the following educational modalities based on community transmission and other health and education risks and benefits.

COVID-19 Activity	HIGH >350 cases/100K/14 days Test positivity >10% Trends in cases and hospitalizations	MODERATE ~50-350 cases/100K /14 days Test positivity 5-10% Trends in cases and hospitalizations	LOW <50 cases/100K/14 days Test positivity <5% Trends in cases and hospitalizations
Education Modality	<p>Phase in in-person learning in groups of 15 or fewer students for pre-K through grade 5 and those with highest needs.</p> <p>Prioritize Pre-K through grade 3, and students in any grade with disabilities, students living homeless, or those farthest from educational justice.</p> <p>If schools can demonstrate the ability to limit transmission in the school environment, add grades 4-5.</p>	<p>Phase in in-person learning.</p> <p>Prioritize Elementary (pre-K - 5) if they are not already receiving in-person learning, and Middle School.</p> <p>If schools can demonstrate the ability to limit transmission in the school environment, add more high school students when case rates are below about 200/100K/14 days.</p>	<p>Provide in-person learning for all students.</p>
Extra-curricular Activities	<p>Cancel or postpone most in-person extra-curricular activities except those allowed under Safe Start and Governor's proclamations on COVID-19.</p>	<p>Extra-curricular activities must follow K-12, applicable Safe Start protocols and Governor's proclamations on COVID-19.</p>	<p>Extra-curricular activities must follow K-12, applicable Safe Start protocols and Governor's proclamations on COVID-19.</p>
Transition	<p>Across all COVID-19 Activity Levels:</p> <ul style="list-style-type: none"> When trends in cases and hospitalizations are flat or decreasing, and the school can demonstrate the ability to limit transmission in the school environment, expand access to in-person learning When trends are increasing, pause expansion of additional in-person learning and maintain access to in-person learning for those who have it. Schools are not required to reduce in-person learning or revert to remote learning based on metrics if the school can demonstrate the ability to limit transmission in the school environment. Consider other health and education risks and benefits to children and their families <p>At any COVID-19 level, transition temporarily to full distance learning for 14 days when school meets criteria in DOH's K-12 Health and Safety Guidance (p 16) or on recommendation of the local health officer.</p>		

Certificated staff, who are not providing face to face instruction will have the discretion to work remotely, but are highly encouraged to work on-site. This will be determined weekly, and communicated with a building administrator.

[Link to “Tools to Prepare for Provision of In-Person Learning among K-12 Students at Public and Private Schools during the COVID-19 Pandemic](#) We will adjust as changes are made to the 12/16/20 metrics and guidance from the Governor’s office by mutual agreement from both parties. In the event both parties can’t agree, an amendment to this MOU will be negotiated.

1. Social and Emotional Learning:

All certified staff members will initiate contact with a small group of specified students and/or families with a focus on Social-Emotional Learning (SEL). The set group for secondary SEL contact will be determined by the Home Room group assigned within the teacher’s schedule. Elementary’s SEL contact will be the teacher’s individual classes.

2. Core Four Curriculum Plan:

- a. All certified staff members will deliver instruction through a District approved Core Four method. (Google Drive, Google Classroom, Zoom, Screencastify/Flipgrid.)
- b. All certified staff members will work collaboratively with their building, department level or content area team to create assignments for students and families to access electronically or in print during each stage of the Opening Plan. At the least, assignments will be created to a level expected within the narrowed state standards.
- c. All certified staff members will continue to communicate with students and families through their preferred platform/tools as necessary to build and maintain relationships with students and families (Google Classroom, Skyward Messenger, phone, email).
- d. All certified staff members will be expected to participate in building and district level communications via email, Zoom and/or phone.

3. Hybrid Expectations

- a. Certified staff responsible for in-person instruction will not be expected to also post a distance learning option for students who are fully remote. Typical assignments that are homework assigned in the regular lessons of the class are still expected with similar frequency necessary to correlate with hybrid learning restrictions.
- b. For certified staff providing specialized services (specialists, special education, other certified staff) for remote learners, additional scheduled time to plan the remote lessons will be provided during their contracted day. The additional planning time for remote lessons will be agreed upon by content area team discussion between the team and building administrator. Currently, specialized services have allotted planning time built into the schedule for remote learning classrooms.

4. Special Education:

- a. Special Education certified staff will collaborate with general education certified staff to provide learning support, accommodations and modifications as outlined in the IEP.
- b. Special Education certificated staff will ensure documentation within the student's current IEP's, as needed to reflect changes in the service model or modality. This documentation (ie: IEP, Service Plan, Prior Written Notice, other) will accurately reflect the new outlined student day, and be consistent with the District's Plan while still providing FAPE.
- c. Certified Special education staff will be provided additional planning time, scheduled in their workday, to meet (frequency to be determined by team) for collaboration to align services to fit the individual and programmatic needs of our students served through special education. This will be provided either through Wednesday Late Student Arrival or para coverage of classes.
- d. To promote equity and consistency between programs, the special education department and administration, will maintain regular monthly meetings to discuss program needs with teams in each building. These meetings will be organized and led by District Special Education Administration.
- e. Prior to any changes in services or program expectations, the Special Education Administration will initiate conversations with the Special Education Certified staff related to student needs when there are changes to the learning models and/ or transitions within the Opening Plan.

5. Leave Protocol:

Certificated employees who are unable or unavailable to perform their duties will contact their building administrator and use the appropriate type of available leave.

All leaves currently in the collective bargaining agreement and federal and state law, will be available to employees as applicable, including but not limited to, sick leave, personal leave, shared leave, COVID Leave, Washington paid leave, and FMLA, and the leave authorized under the former Families First Coronavirus Response Act (FFCRA) if reinstated on or before 3/31/21.

<https://www.dol.gov/agencies/whd/pandemic/ffcra-employee-paid-leave>

- a. The District will provide a substitute teacher for all certificated staff who are under quarantine but still able to complete their work duties.

COVID LEAVE

The parties acknowledge that after December 31, 2020, the leave provisions in the Families First Coronavirus Response Act (FFCRA) have ended and are no longer in effect.

NOTIFICATION OF COVID

Under guidance from the Department of Health, employees who have been identified as a "close contact" to persons (staff or student) positive or being tested for COVID 19 on District grounds, shall be notified by the District as soon as reasonably possible (guidance of within 24 hours on a weekday, weekends may be longer due to potential communication challenges). Close contact is defined as being within 6 feet or less for more than 15 minutes cumulatively within a 24 hour period.

Certificated staff will be notified (following FERPA & HIPAA guidelines regarding confidentiality) if a person (student or staff member) who has spent time in their work space is under quarantine or tests positive for COVID 19.

LEAVE

The parties agree that there still may be a need for some form of COVID leave, and the District is willing to continue to provide COVID Leave under the following conditions:

- A. From January 1, 2021, employees may access District paid COVID Leave. This leave will be pro-rated according to the employee's FTE. This leave can be used if the District determines that an employee:
 - a. is required to quarantine at the direction of the district due to being identified as a close contact of someone who tested positive with COVID-19 at their worksite, and is unable to perform their work duty remotely, or
 - b. Is awaiting test results as a result of one of the above-described events, and is unable to perform their work duty remotely, or
 - c. Contracts COVID-19 after being identified as close contact and are currently on COVID leave, and is unable to perform their work duty remotely, or
 - d. Contract tracing identifies the school as the point of infection and/or cannot be traced to an outside entity.
- B. COVID Leave is in addition to the employee's regular, annual allocation of sick leave and is only available to an employee who qualifies under A from above. If the employee is able to work remotely during isolation, no leave of any kind will be used. The District will provide a substitute teacher for all certificated staff who are under quarantine but still able to complete their work duties.
- C. The District reserves the right to require the employee to provide documentation or information from the Health Department or the employee's health care provider to verify the need to access this leave.

SHARED LEAVE

Until the state of emergency expires, employees who are isolated or quarantined as ordered by a public health official or health care provider as a result of a suspected or confirmed infection with or exposure to COVID-19 and who have depleted or will shortly deplete their available leave may apply for shared leave under the terms of the collective bargaining agreement and [RCW 41.04.665](#). The District reserves the right to require the employee to provide documentation or information from the Health Department or the employee's health care provider verifying the need for leave.

6. High 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 access the following benefits upon presentation of appropriate documentation from the employee's healthcare provider and under the terms of the CBA or law:

- a. Alternative work assignment determined by the District that may be performed from home, if available (see **Alternative Work Assignments and Temporary Reassignment** below);
- b. Leave for illness, injury, or emergency (i.e., accrued paid sick leave);
- c. Personal leave;
- d. Unpaid leave of absence
- e. COVID Leave if applicable

- f. Other accommodations identified through the interactive process of the Americans with Disabilities Act ("ADA") and the Washington Law Against Discrimination ("WLAD").
- g. High-risk employees on a leave of absence under [Proclamation 20-46.2](#) who have depleted or will shortly deplete their available leave may apply for shared leave under the terms of the collective bargaining agreement and [RCW 41.04.665](#).

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 the following benefits upon presentation of appropriate documentation from the employee's healthcare provider and under the terms of the CBA or law:

- a. Alternative work assignment determined by the District that may be performed from home, if available (see Alternative Work Assignments and Temporary Reassignment, 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 has the ability 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 CBA or law:

- a. Personal leave,
- b. Unpaid leave of absence for the 2020-2021 school year.

9. Employees Who Choose to opt out of receiving the COVID vaccine

An employee whose assignment requires work at a District worksite and who is eligible to receive the vaccine but chooses not to be vaccinated, and does not feel safe working on site, may choose to access any or all of the following benefits under the terms of the CBA or law:

- a. Personal leave,
- b. Unpaid leave of absence for the 2020-2021 school year.

10. 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 the [Governor's proclamation](#) for a High Risk Employee, may choose to access the following benefits under the terms of the CBA or law:

- a. Personal leave
- b. Unpaid leave of absence for 2020-2021 school year.
- c. Earned sick leave for up to 5 days. After day 5 the District reserves the right to request medical documentation for absence.

Employees who allege their workplace is unsafe:

Employees are encouraged to immediately report their concerns to their supervisor and email the workplace safety committee at the following address: safety@lacenterschools.org. Such employees may, in limited circumstances, also have recourse through L & I under WAC 296-360-150.

11. **Documentation:** When an employee requests leave related to COVID-19 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.

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.

12. Alternative Work Assignments and Temporary Reassignment:

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 the Leave Section 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.

- a. When choosing from among multiple employees for the same available alternative 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 due to possible exposure to COVID-19,
 - iii. Employees caring for someone with COVID-19/suspected COVID-19,
 - iv. Higher-risk employees, or employees with a higher-risk individual in the employee's household,
 - v. Employees with children affected by school or care provider closure,
 - vi. Employees who cannot wear a mask or other required PPE.
- b. If two or more employees have equal priority under the conditions above, the District will use total seniority to fill the assignment.
- c. 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).

13. Extra Duty Contracts:

Extra Duty Contracts will be examined by a committee. The committee will consist of the Superintendent or designee, and the Director of Athletics and Extracurricular Activities, the high school and middle school ASB advisors, the elementary bobcat ambassador advisor and the LCEA president

to determine; when, how, and percent of compensation necessary due to a potentially truncated season or session. Final recommendation will be made to the Superintendent.

14. **Specialists:** Students and families will have equitable access to all specialist services.

15. HEALTH & SAFETY OF STUDENTS & STAFF:

- a. 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 the proclamation of the governor.
- b. State recommended PPE and sanitation supplies will be provided continually for all employees and their work spaces.
- c. The District will provide reasonable accommodations for all certified employees to promote their health & safety on site. This may include but is not limited to alternative PPE, plexiglass, “shower curtain” barrier, or other DOH approved barriers.
- d. 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.
- e. Consistent with the Re-entry Guidelines, building staff will not bring to the worksite soft-surface items, such as rugs, upholstery, and curtains.
- f. Because classroom sizes vary, in-person learning group sizes will be limited to numbers that allow 6ft social distancing and follow the Clark County Public Health guidelines.
- g. The District and the Association will collaborate, in good faith, with the implementation of any changes communicated from OSPI or Clark County Public Health phases related to instruction as the COVID-19 situation evolves.

16. Professional Development:

- a. The District will substitute the final teacher workday scheduled for 6/23/21 with teacher-directed professional development and/or collaboration to prepare for the 2020-2021 school year.
- b. The District will make every effort to provide Clock Hours for available professional learning opportunities during the duration of this MOU.
- c. In accordance with Washington State Social Emotional Learning Implementation Guide from OSPI (page 277) in regard to Building Adult Capacity, <https://www.k12.wa.us/sites/default/files/public/studentssupport/sel/pubdocs/Washington%20SEL%20Implementation%20Guide%20with%20CC.pdf> the District will provide initial and ongoing SEL training and curriculum for all certificated staff members to support the identification of need and to deliver responsive support to all students. This requirement is in accordance with the actions for implementation as cited in the “Leading with SEL” section of [Reopening Washington Schools 2020 District Planning Guide](#) (p. 28). This must include, but is not limited to, issues of

educational justice. *“Washington must create the conditions for each student to be educated in racially literate, culturally sustaining, positive, and predictable environments that intentionally prioritize the instruction and development of social-emotional skills, and mental health in addition to our primary focus on academic content.”* (P. 8 under OSPI’S 2020-21 Commitment, priority #1, in the aforementioned WA planning guide.)

- d. The Association and the District recognize the importance of consistency in the remote learning model, therefore the District will provide Core Four training and ongoing support based on skill level for all certificated staff members.

17. **Evaluation:** The District and Association agree to follow OSPI’s guidance on evaluations for the 2020-2021 school year. Should such guidance be changed, the parties will meet to discuss the impacts. The following link contains the guidance from OSPI for TPEP ([Link Here](#)).

- a. All non classroom certificated members will be evaluated using the same method used for the 2019-2020 school year.
- b. Certificated staff in year 3 and beyond who are scheduled for a COMPREHENSIVE evaluation in 2020-2021, under RCW 28A.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.
- c. If the District reopens school in the duration of the 2020-2021 school year and an employee is not able to return to work due to COVID-19 related concerns (illness, quarantine, identification as high-risk due to age or health), the score on the annual summative evaluation will not be adversely affected.

18. **Support, Tech & Materials:**

- a. If requested, the District will collaborate with staff to help with disengaged students and families as needed.
- b. The District will establish and maintain print shops for all certified teachers to utilize for the purpose of distributing documents for lessons to students unable to connect via the internet.
- c. The District will provide all employees on campus the technology (device, camera, mic with recording capability) necessary to dynamic instruction in their on-site workspace.
- d. The District will provide “High Risk” employees with the necessary technology (device, hot spot, camera, mic with recording capability) to work remotely during the duration of the enhanced distance learning stage.
- e. Classes will not be combined to alleviate sub shortages.

19. **Right to Due Process and Just Cause:**

- a. Any complaint made against an employee by a parent, student or other person will be called to the attention of the employee within two (2) working days of the receipt of said complaint. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee. The employee and the Association will be notified of any meeting related to said complaint prior to the meeting so that union representation may be obtained. If a meeting is held remotely, the District will not record it and the employee has the right to caucus privately with union representatives. No such complaint may be used against an

employee for any purpose unless the employee has emailed record indicating he/she received notice of the complaint.

- b. If an employee is not able to safely attend face-to-face meetings where representation is necessary at the school or district administration building due to emergency closure or for any other COVID-19 related cause, the meeting shall be held virtually. The Association representative will have a separate Zoom meeting available for the employee and representative to converse privately. The meeting will not be recorded without the express written permission of the employee and his/her union representative.
- c. District and Association representatives will meet bi-monthly to discuss progress, challenges, and effectiveness of the District adopted opening plan and the health and safety of employees.

This MOU is intended for the duration of the current 2020-2021 school year and will expire at the end thereof, Washington State Governor's end to the Emergency Orders, or an agreed upon end date.

Dave Holmes, LCSD Superintendent

Denelle Eiesland, LCEA President

Date

Date