Memorandum of Understanding
between
Vashon Island School District
and
Vashon Education Association

The purpose of this Memorandum of Understanding is to commemorate, in writing, an understanding between the Vashon Island School District (District or VISD) and the Vashon Education Association (Association or VEA) related to the COVID-19 virus outbreak for the 2021-2022 school year.

Table of Contents

Section 1 **Health and Safety**
Section 2 **Work and Communication Expectations**
Section 3 **Compensation & Benefits**
Section 4 **Student Success**
Section 5 **Leaves and Assignments**
Section 6 **Evaluations**
Section 7 **Duration and Ongoing Conversations**

Background

The COVID-19 pandemic continues to create a public health emergency and the governor, Office of the Superintendent of Public Instruction and other state agencies have issued requirements for the 2021-2022 school year that substantially affect the wages, hours, and working conditions of Association members;

And as it is the duty of the District to provide safe and equitable learning conditions for all students that explicitly serves students of color, students living in poverty, students who identify as LGBTQ+, and students receiving Special Education and English Language Learner services, the parties agree to the following:

Section 1: Health and Safety

1. The Vashon Island School District will adhere to all of the safety and health requirements necessary to ensure the safety of staff who work on site. This includes enabling and enforcing appropriate social distancing guidelines and limits to group size, sanitation and disinfection of work spaces, health screenings, vaccinations, PPE provision and enforcement, and any other recommendations/guidance prescribed by all applicable public health agencies.
2. 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. Health and Safety protocols are detailed in Appendix A.

3. **Guidance from State and County Health Departments** The district will review and follow guidance from state and county health departments and update strategies and policies as guidelines evolve. In instances of positive COVID-19 cases or exposure, the district will follow directives of local health agencies and L&I pertaining to:
    a. Individual and classroom-based quarantines
    b. School closure
    c. Contact tracing - When the need for contact tracing arises, the district will follow the directives of Public Health Seattle King County.

4. **Employee exposure to COVID-19**. Employees who are exposed to any student or other district employee who displays COVID-19 symptoms or who has a suspected or confirmed case of COVID-19, or who are exposed to any student or staff member who was in close contact with someone with a confirmed or suspected case of COVID-19 shall be notified by the district as soon as reasonably possible, but no later than start of the next school day, or within twelve (12) hours if the district becomes aware before a weekend or holiday.
    a. The district shall assist any employee who is exposed to COVID-19 as described above in being tested for the virus.
    b. The district will reimburse any employee for out-of-pocket costs related to COVID-19 testing when an employee has been exposed to a student or staff member as described above.
    c. TA - The district will provide leave benefits as described in **Section 5: Leaves and Assignment** for any employee not able to return to work as they await the results of COVID-19 testing because of exposure as described above.

5. **Safety Training**. All staff shall receive professional development and training on COVID-19 health and safety precautions prior to the first student contact day. Employees hired after the start of school shall receive this training prior to their first day with students. This training shall be paid at the appropriate per diem rate for all staff if it is not scheduled on a previously scheduled district or building directed time. This training may not be scheduled on an educator-directed day or during educator-directed time.

6. **Communication with students and families.** Students and their families will receive regular communication from the building and/or district regarding health and safety expectations, including but not limited to wearing face coverings, physical distancing, handwashing, and health screenings. This communication must be provided in the home languages of students' families/ guardians, and must be provided in multiple formats, such as email, postal mail, and phone calls. This communication shall be the responsibility of building or district administrators or their administrative designees.

7. **Supervision for compliance.** The district shall designate a supervisor 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.

8.**Safety Committees -** Building safety committees will be created and review district documents and plans in order to create building-specific strategies related to COVID-19 and help resolve issues that arise.

a. The primary focus of Building Safety Committees will be building readiness and adherence to safety standards for COVID-19 L&I, DOH, and state guidance. Minutes will be taken at each meeting and available for review by the District Safety Committee, the Department of L&I, and other interested parties.

i. The Building Safety Committee minutes will be emailed to the building staff, within two school days.

b. Building Safety Committee members will be compensated at the curriculum rate of pay for 20-21, $32.95.

Section 2: Compensation and Benefits

1. **Compensation.** Employees will remain in regular paid status, and will not lose any compensation or benefits as a result of any hybrid model or school closure related to COVID-19, through the end of the academic student year with salary payments spread out over summer months, as normal. Individuals who are eligible for benefits under the provisions of the collective bargaining agreement shall maintain their benefits.
2. **Co-curricular Stipends.** The administration will present salary proposals to the Labor/Management team. In September, the Labor/Management team will review and approve salaries for club offerings for the 2021-2022 academic year and consider proposals (if any) for reclassification of stipend level.

Section 3: Work and Communication Expectations

1. **Distancing -** Each building's safety team will continuously review policies and implement building-specific strategies to increase physical distancing based on needs and available capacity. The parties adhere to the following current state guidelines around physical distancing:

   "Physical distancing requirements should not prevent a school from offering full-time, in-person learning to all students/families in the fall. Maintain physical distance of three feet or more between students in classroom settings to the degree possible and reasonable, that allows for full-time, in-person learning for all students. A school's ability to do so will depend on students' ages, developmental and physical abilities, and available space."

a. The district shall provide appropriate PPE and training for employees who must perform tasks that cannot be accomplished with physical distancing, such as toileting.

2. **Meals -** Individual buildings will create lunch plans that follow current CDC and state guidelines around making school spaces safer for meal times. These plans will be reviewed by safety committees at each school. Building meal plans will address:

a. Maximizing the use of outdoor space
b. Physical distancing
c. Mask policies
d. Hand hygiene
e. Cleaning and disinfection
f. Student supervision and appropriate behaviors

3. **Staff Meetings -** Staff meetings, including professional development, will be conducted in settings that adhere to CDC guidelines around appropriate physical distancing (6 feet) for adults. L&I directives 1.70 and 11.80. Directive 1.70 states : "The worker must maintain 6 foot separation and practice social distancing as work duties permit in the workplace. Where duties do not permit social distancing, the employer must institute other controls as practicable to protect other workers". Individual building safety committees will consult in making these decisions.

4. **Facilitation of Remote or Distance Learning During Isolation or Quarantine** Teachers will decide, based on individual circumstances, how to appropriately address the needs of students who have been quarantined or isolated. Possibilities include but are not limited to: synchronous instruction, use of online platforms to distribute class materials and provide instruction, additional small-group settings or the use of directed work or assignments.
   a. When quarantined or isolated themselves, teachers may, upon consultation with administration, have the option of providing synchronous instruction from home remotely. If this is not a possibility, teachers may use appropriate leave as in the case of any other absence.

5. **Remote Learning and Hybrid Conditions -** In the event of a whole-school closure, school administration will create an instructional schedule for classes with input from Vashon Education Association. If the need to develop a plan for hybrid instruction occurs, school administration will create an instructional schedule for classes with input from Vashon Education Association and in accordance with OSPI requirements for student contact. These plans will prioritize:
   a. Time needed for teachers to transition from in-person to remote learning effectively
   b. Workload and scheduling impact for individual teachers
   c. Appropriate training and professional development needed for remote/distance learning
   d. Allowing for continuity of instruction
   e. Time spent virtually for students
   f. The needs of students of color, students living in poverty, students who identify as LGBTQ+ and students receiving Special Education and English Language Learner services
   g. Mental-health impacts on students

In appendix B, work and communication expectations for distance and hybrid learning from the 2020-21 Memorandum of Understanding will be included and will be followed if distance or hybrid learning is needed. The district and VEA will meet in labor management to review these expectations and update as needed.

6. **Curriculum Nights, Open Houses and other visitor events** - VISD will hold visitor events in appropriate settings based on the prevalence of COVID-19. The number of visitors and the space requirements will be considered when determining whether an event will be held in person, virtually or outdoors. L&I directives 1.70 and 11.80. social distancing Directives as stated above will also be considered. Individual building safety committees will consult in making these decisions.

Section 4: Student Success

1. **Prioritizing student needs**. The district shall prioritize the needs of traditionally marginalized 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.
    a. Extra-curricular opportunities and clubs for students shall be made available either in-person according to all OSPI, DOH and WIAA guidelines or shall be provided remotely, as much as possible.
    b. All district and building level communication shall be provided in students' families home language and shall be available electronically and in print.
    c. No student 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.

2. **Special Services.** Special Education and other Special Services teams will determine appropriate implementation of service delivery models with the Director of Student Services and/or appropriate Program Administrator. Decisions from these teams will be communicated to VEA leadership.
    a. IEP Teams will continue to guide individual learning plans (IEPs) to meet the needs of individual students with special needs.
    b. Extra compensation for remote working locations, e.g. mileage, additional hourly rate, etc, will be a part of the special service delivery model joint decision.
    c. Special Education and Special services teams will determine the appropriate setting of meetings with parents and have the option of utilizing remote meetings as needed.

3. **Safety and Discipline**. Ensuring the safety and health of students and staff shall be the district's first priority. Students shall be required to follow all safety protocols.
    a. The district shall 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. No student shall be permitted to enter any school facility unless they are wearing a face covering,

except as permitted by the DOH (See Appendix A).

c. Students will be provided age and culturally appropriate instruction on face-coverings, hygiene, and physical distancing within the first week of school.
d. Students new to the district after the start of the school year will also be provided time with a counselor, nurse, social worker, or other qualified staff person for universal screening and instruction on health and safety protocols as described above.
e. At the beginning of the 2021-22 school year, the district will share masking expectations with students and staff and will incorporate violations of masking requirements into their building discipline protocols. These protocols will be clearly communicated to staff and students appropriately and will be reviewed by individual building safety committees.
f. Students who willfully and knowingly violate safety protocols may be excluded from the classroom, in accordance with the collective bargaining agreement and state law. Students who refuse to comply with safety procedures will be removed immediately.
    1. The building administrator or designee will communicate the unsafe behavior and exclusion with the student's parent/guardian.
    2. Prior to reentry, the administrator will confer with the educator.
    3. Repeated unsafe behaviors by a student, that lead to multiple exclusions, will require a parent/guardian meeting to discuss further interventions (an individual safety plan, etc.)
g. 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. The district shall pay for COVID-19 testing for any affected student.
h. In the event a student willfully and knowingly violates safety protocols towards an employee in a manner that may cause harm and constitutes assault according to the CBA while in the course of their duties (for example, purposefully removing a mask and coughing or sneezing on the employee), the employee will be placed on paid administrative leave while being tested for COVID-19 and while awaiting the results. The district shall pay for any copay costs associated with COVID-19 testing in these instances. In the event the employee tests positive for COVID-19 after such an incident, the employee will file an L&I claim according to District processes and the district shall provide paid leave and offset salary loss for any portion of the employee's illness not covered by L&I.
i. Student discipline for any infraction described above shall be proportionate to the age and cognitive ability of each child.

Section 5: Leaves and Assignment

The District shall continue to offer up to 10 days of Emergency Paid Sick Leave (EPSL) as defined under the expired Families First Coronavirus Response Act (FFCRA). This leave

entitlement is a unique and temporary response to a global pandemic and is not expected to be repeated or continued for other vaccine-preventable health conditions in the future. This leave entitlement shall expire at the end of the 2021-22 school year

1. **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. Vashon Emergency Paid Sick Leave (VEPSL) under the expired Federal Families First Coronavirus Response Act (FFCRA) as full, paid leave in full day increments. ~~with possible 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;~~
   b. Wellness leave;
   c. Shared leave;
   d. Washington Paid Family Medical Leave (PFML) (can be used as supplemental benefit);
   e. 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.)
   f. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
   g. Unpaid leave of absence for the period of the temporary disabling condition;
   h. Long-term disability benefits; and
   i. Unemployment benefits.

2. **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 possible 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:
   a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 7 below);
   b. VEPSL as defined in section 1, ~~with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap ($511/day)~~ by (a) paid administrative leave if the quarantine was due to reported exposure at a District work site; or (b) other paid leaves identified below if the quarantine was due to reported exposure elsewhere;
   c. Paid administrative leave if the employee has exhausted EPSL, an alternative work assignment for work/services provided at home is unavailable, and the quarantine was due to reported exposure at a District work site;
   d. Wellness leave;
   f. Unpaid leave of absence for the period of the quarantine; and
   g. Unemployment benefits.

3. **Employees Caring for Someone with COVID-19/Suspected COVID-19:** Employees who are caring for an individual who is subject to quarantine because that 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 applicable collective bargaining agreement (CBA) or law:
   a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 7 below);
   b. VEPSL as defined in section 1~~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~~;
   c. Wellness leave;
   d. Shared leave;
   e. Washington Paid Family Medical Leave (PFML) (can be used as supplemental benefit);
   f. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
   g. Unpaid leave of absence; and
   h. Unemployment benefits.

4. **Higher Risk Employees:** Employees who are at higher risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation 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:
   a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 8 below);
   b. VEPSL as defined in section 1~~with possible 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~~;
   c. Leave for illness, injury or emergency;
   d. Wellness leave;
   e. Unpaid leave of absence; and
   f. Unemployment benefits.

5. **Higher Risk Individual in the Employee's Household:** Employees who themselves are not at higher risk but have someone in the household who is at higher risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation 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:
   a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 8 below);

b. VEPSL as defined in section 1 ~~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;~~

c. Leave for illness, injury or emergency;

d. Wellness leave;

e. Unpaid leave of absence.

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 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:

a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 8 below);

b. VEPSL ~~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;~~

c. ~~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) with possible supplementation up to the employee's regular daily salary by other paid leaves identified below;~~ (this leave no longer exists)

d. Wellness leave;

g. Unpaid leave of absence.

7. **Alternative Work Assignments Provision One- Temporary Alternate Assignment:** When an employee's regular 2021-2022 assignment requires work/services at a District work site and the employee cannot work at a District work site on a temporary basis due to conditions under paragraphs 1, 2 or 3 above, 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. When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:

a. Employees who hold the appropriate training, licensing, endorsement (or out-of-endorsement waiver) or other qualifications for the position;

b. Employees with COVID-19/suspected COVID-19;

c. Employees quarantined due to possible exposure to COVID-19; and

d. Employees caring for someone with COVID-19/suspected COVID-19.

If two or more employees qualify for a temporary assignment under the priorities above, the District will award the assignment on the basis of seniority.

8. **Alternative Work Assignments Provision Two- Full School Year Alternate Assignment:** When an employee's regular assignment requires work/services at a District work site and the employee would prefer to not work at a District work site for the 2021-2022 school year due to conditions under paragraphs 4-6 above, 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. When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:

a. Higher risk employees;
b. Employees with a higher risk individual in the employee's household;
c. Employees who cannot wear a mask or other required PPE;
d. Employees with children impacted by school closure; and
e. Employees who would prefer to not work at a district work site due to a concern for safety

If two or more employees qualify for an assignment under the priorities above, the District will award the assignment on the basis of seniority.

9. **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.

10. **Vaccine Accessibility** - The District will support staff in accessing the vaccine consistent with the state mandate on vaccines. This support shall include:

    1. Allowing staff to attend a COVID-19 vaccination appointment during work hours without having to take leave in consultation with administration.

    2. Continuing to pursue partnerships to facilitate and expedite employee access to vaccinations.

Section 5: Evaluations

1. VISD and VEA agree to further discuss and create recommendations to guide the evaluation process (TPEP and other certificated evaluations) in the 2021-2022 SY during regularly scheduled Labor Management meetings.
2. Labor Management shall consider guidance from OSPI and other models to create a recommendation before a final agreement is made.

Section 6: Ongoing Conversations and Emerging Issues

1. The parties agree to use the Labor Management process to troubleshoot and monitor the successful implementation of this agreement.

2. As the impacts of COVID-19 develop and unforeseen issues arise, and/or state requirements/guidelines or funding change, VISD and VEA agree to meet and navigate and/or negotiate future workload impacts.

This Agreement made this , 2021.

Vashon Education Association	**Vashon Island School District**
Amanda Long, Co- President	Slade McSheehy, Superintendent
Matt Tilden, Co- President	Amy Sassara, Director of Human Resources

Appendix A- VISD Health and Safety Protocols

1. **Face coverings and PPE**. All employees, students, and building visitors shall wear a cloth face (nose and mouth) covering or protective face shield while at the worksite, except:
    - those with a disability that would prevent them from comfortably wearing or removing a face covering
    - those with respiratory conditions that would prevent wearing face covering, or trouble breathing

- those who are deaf or hard of hearing and use facial and mouth movements as part of communication
- those advised by a medical, legal, or behavioral health professional that wearing a face covering may pose a risk to that person

a. The District shall provide appropriate face coverings for all employees and students. The District shall provide K-95 masks for certificated staff with direct contact with students upon request.

b. Employees may choose to provide their own face coverings.

c. 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.

2. **Employees Who Cannot Wear a Mask 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 mask, 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:

a. Alternative assignment for work/services which may be provided from home, if available (See MOU Section 5);

b. Leave for illness, injury or emergency;

c. Wellness leave;

d. Unpaid leave of absence; and

e. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).

3. **Exclusion of students and staff with COVID-19 symptoms**. Students and staff who display COVID-19 symptoms shall be immediately excluded from the classroom setting.

a. Classrooms and other facilities used by a student or staff member who is excluded, as described above, shall be evacuated as soon as possible, and will be disinfected according to CDC, DOH, and OSPI guidelines by appropriate staff.

b. Employees who were exposed to a student or staff member who is excluded as described above shall be notified as soon as possible, but by no later than the end of the same school day.

c. The district shall provide a safe room for excluded students to wait for their parents/ guardians. This room shall be designated specifically and exclusively for

this purpose. Only RNs or designated health support staff shall be required or expected to supervise students who are excluded with COVID-19 symptoms.

4. **Sanitation of facilities**. The district shall provide custodial support to disinfect all surfaces used by students in between use by different students. For example, custodial support shall be provided between classes and after lunches and meals to disinfect desks, computers, and other equipment, if students transition into a space that was occupied by a different group of students. Supplies will be provided to staff members for use by students during the school day.

5. **Handwashing and Hand Sanitization**. The district shall provide adequate facilities, including running hot water, and supplies for staff and student handwashing and sanitization as required by state agency guidelines.

Appendix B - Work and Communication Expectations for Remote and Hybrid Learning

1. **Staff Meetings.**
    a. Staff meetings, including professional development, will be conducted remotely during school closures. In a hybrid model, in person attendance will be at the discretion of the employee and remote access will be offered for every meeting.
        i. On non-student contact days, no employee shall be required or expected to report to any district facility for remote staff meetings or professional development.

2. **Remote/Distance Learning.** The Association and the District will collaborate to ensure that remote and hybrid plans prioritize the needs of traditionally marginalized students first.

    Expectations during periods of distance learning:

    a. All employees should be available to participate in online meetings during normal work hours as requested by building administration.
        - Weekly Staff Meetings as necessary
        - Weekly PLC Meetings as necessary

        i. Other meetings necessary to accomplish work with colleagues, students/families, leadership teams, IEP and 504 meetings, etc. will occur outside of the times scheduled for the above planned meetings.
        ii. If an emerging issue necessitates an unexpected and necessary staff or District-wide online meeting, staff will be given as much notice as possible that said meeting will take place.

    b. Employees shall check and respond to emails regularly.
    c. Employees are responsible to:

- Prepare and deliver instruction according to their established building or program schedule;
- Continue to maintain professional delivery of instruction;
- Collaborate with colleagues during established meeting times;
- Communicate to administrator when accessing building to ensure the safety of others;
- Maintain adequate internet access (if working remotely);
- Provide consistent feedback to parents/guardians regarding student progress and engagement;
- Assess and monitor student learning;
- Attend other meetings as necessary, for example, IEP and 504 meetings, department meetings, etc; and
- Attend District, building, and self-directed professional development.

d. All Employees will communicate with their direct supervisor for clarification of expectations and questions related to remote or onsite work. Any shift in supervisory structures will be clearly communicated to the impacted staff.

3. **Access to School Sites during Remote Learning.** When schools in the District are closed to students, non-essential onsite work will be delayed until such time as it is appropriate and safe for schools to reopen and staff are returned to onsite work to prepare for students to return in a hybrid model. If onsite work is deemed necessary to provide vital services to students and the community, site administrators will communicate the work needed to staff and together they will work to schedule a time/day to report to accomplish the task(s), given the employee is not receiving accommodations or on any other leave as described in Section 5.
   a. During remote learning/school closures, staff will be able to access school buildings, as determined by the educator, in communication with their building administrator.

4. **Remote instruction during short-term closures**. Buildings will create emergency schedules so that remote learning can happen as soon as possible in the event of an unexpected school closure.

5. **Work Year and Class Size.**
   a. In the event that limited facilities, or some other COVID-19-related reason requires the district to schedule students on alternate days or on am/pm shifts, each day shall be part of the 180- student day contract.
   b. All students assigned to an educator shall count towards their bargained class size or caseload.

6. **Remote Assignments.** Employees in vulnerable/high risk categories, as defined by the CDC, shall be offered remote assignments first and may be given out-of-endorsement waivers if needed. No remote assignment will be awarded to any

member unless it has been first offered to all employees in high-risk categories (see Section 5).

7. **Recordings**.
   a. **Recording Staff Meetings/Other Meetings**. Meetings will not be recorded unless all staff present are made aware.
   b. **Recording Lessons**.
      i. Staff may choose to record lessons/sessions with students. If students are present, staff will follow all District policies and guidelines to address privacy issues. District will clearly communicate these to staff at the start of the school year.
      ii. A recording may be used in the evaluation process, if the educator chooses to submit the recording as evidence
      iii. Building/program staff and their administrators will meet and discuss both protocols and privacy impacts of recording and posting lessons in order to ensure that there is equity of access.