

**MEMORANDUM OF UNDERSTANDING BETWEEN  
RIDGEFIELD SCHOOL DISTRICT NO. 122 AND  
RIDGEFIELD EDUCATION ASSOCIATION REGARDING  
TERMS OF EMPLOYMENT AND DELIVERY OF EDUCATIONAL SERVICES  
AFFECTED BY COVID-19 FOR THE 2020-21 SCHOOL YEAR**

The Ridgefield School District No. 122 (“District”) and the Ridgefield Education Association (“Association”) hereby confirm the following agreements related to the reopening of school for the 2020-21 school year in light of the unprecedented outbreak of SARS-CoV-2, the virus that causes the illness COVID-19.

**A. Modes of School Operation for 2020-21.**

1. Consistent with the management rights and responsibilities described in Article I, Section 6 of the Collective Bargaining Agreement (“CBA”), the Board and its designated administrative agents will determine which of the modes of school operation listed in Section 2, below, by which school will be conducted for the 2020-21 school year at a given time. The decision to transition between modes of operation will be made based on Washington State Department of Health (“DOH”) guidance (i.e., the decision-making tree for reopening) as elaborated upon by guidance for Clark County school districts coordinated by ESD 112, and in consultation with Clark County Public Health (“CCPH”). The District will provide the Association with at least five (5) working days’ notice of a planned transition to a mode of instruction that involves more in-person instruction, when that new mode is being transitioned to for the first time.

2. Modes of school operation will be as follows: (a) remote (i.e., online) instruction for all students; (b) remote instruction for most students, with certain high-needs students (e.g., selected students served in special education, Homeless, ELL, Title, and LAP) receiving in-person instruction; (c) a “hybrid” approach that combines in-person instruction for grades K-5 using an A/B cohort model, with remote instruction for grades 6-12; (d) hybrid instruction for all students across grades using an A/B cohort model; and (e) a return to regular school operations, with modifications to address any ongoing effects of COVID-19. The District anticipates offering remote learning as an option for some students during modes (c), (d) and (e), even as more in-person instruction resumes.

**B. Health and Safety of Students and Staff.**

1. **Protocols.** 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: CCPH; DOH; the Washington State Department of Labor and Industries (“L&I”); the federal Centers for Disease Control and Prevention (“CDC”); Office of Superintendent of Public Instruction (“OSPI”); and Proclamations by the Governor. Health and safety protocols will be consistent with OSPI’s “Reopening Washington Schools 2020: District Planning Guide” (the “Guide”) and the District’s Reopening Plan (which the Board of Directors approved on August 11, 2020). Strict compliance with all relevant District safety and health rules

will be an essential function of each Association employee's position. The relevant health and safety protocols as they exist as of the effective date are outlined in Appendix A. Specific additional information about key health and safety topics is discussed below.

a. **Face Coverings.**

i. The District will require employees to wear cloth face covering during such time as a federal, state, or local agency with authority requires the same. Exceptions to the requirement to wear a cloth face covering will be as provided in the Guide. The District will provide Personal Protective Equipment ("PPE") at no cost to Association employees that includes, at minimum: three (3) cloth face coverings; and gloves, shields, and gowns as necessary for specialized work. Employees may request additional cloth face coverings or other District-provided PPE to replace such equipment damaged by normal wear and tear. District-provided PPE is intended to be used for periods of District work.

ii. The District will rigorously convey requirements and enforce the application of mask-wearing norms consistent with this MOU among students and adults. These norms will include immediate intervention when anyone refuses to comply with wearing a mask during times they are required. Staff who encounter students or adults who refuse to comply will contact their administrator, who will promptly intervene. Employees will not be required to supervise student lunches while the students are not wearing masks.

iii. When an employee must work with a student who is exempt from the mask requirement, the District will provide additional safeguards to address the additional risk (including, but not limited to, students receiving services remotely, use of face shields or other PPE, in accordance with the Guide). Prior to a student who is exempt from wearing a cloth mask being served in-person, employees will work with the student and the relevant supervisor to discuss and document which additional safeguards will be used.

b. **Health Screenings.** Prior to employees entering, or immediately upon entering, any District facility, they will be required to attest that they do not have COVID-19 symptoms (including that they do not have a fever). During the period of remote instruction with certain high-needs students receiving in-person instruction under Section A.2.b, above, and for a period of three school weeks following the transition to hybrid instruction for grades K-5 under Section A.2.c, above, a health screening will be performed at designated points as students enter the school building. Said health screening will include a temperature check and will be performed on a rotating, equitable basis by certificated and classified staff. (Participation of classified staff is contingent upon adequate agreement with the RCA.) Staff classified as "higher-risk," as defined in Section B.1.j, below, will be exempt from this responsibility. At the conclusion of the period described above, the District will ultimately determine, after consultation with the Association, whether to continue onsite health screenings.

c. **Physical Distancing.** Consistent with DOH guidance, the District will work with staff as necessary to configure classrooms and areas utilized for the delivery of services in a manner that maintains the minimum space requirements established by state and local



authorities for the purposes of social distancing. This includes the determination of how many students may be present in each learning environment. During remote and hybrid instruction, the District will endeavor to have the smallest number of students assigned per classroom to allow for social distancing, but will in any event limit the number of students assigned to a classroom to half the CBA class-size maximum for each grade level, excluding PE and Performing Arts. For PE and Performing Arts, at no time will assigned students exceed those who can be physically located while following social distancing norms of six feet measured between students. PE and Performing Arts staff will work with their administrators on professional practice and creating a safe environment for those classes. The District will rigorously convey requirements and enforce the application of social-distancing norms consistent with this MOU among students and adults. These norms will include immediate intervention when anyone refuses to comply with District social-distancing guidelines. Staff who encounter students or adults who refuse to comply will contact their administrator, who will promptly intervene. The District will provide appropriate PPE and training for employees who must perform tasks that cannot be accomplished with physical distancing, such as diapering and feeding.

d. **Handwashing.** The District will provide adequate facilities and supplies for handwashing or sanitation as required by the Guide.

e. **Exclusion of Employees with COVID-19 Symptoms.** Employees who display COVID-19 symptoms will inform their supervisor by appropriately distanced means (such as phone), work with the administrator to ensure adequate supervision of students under their care, and depart the worksite, in accordance with the Guide. The District will air out and then clean and disinfect the areas where the person was after they leave, as required by the Guide. Regular employees will not be directed to substitute for another teacher who has left the worksite during the workday due to development of COVID-19 symptoms at work.

f. **Exposure to COVID-19.** Employees who are exposed to a student, visitor, or other employee who has a suspected or confirmed case of COVID-19 will be notified by the District as soon as reasonably possible, to the extent consistent with student and employee privacy laws (e.g., FERPA and Chapter 70.02 RCW). Employees will promptly alert their supervisor to any confirmed or suspected case of COVID-19 among students or adults.

g. **Meetings.** While the District is using a remote instructional model, in-person staff meetings will not be convened by District administrators unless no reasonable alternative exists. During hybrid instruction, meetings of employees, including professional development, may be held in-person, provided that the number of employees present and physical setup of the meeting conforms to state social-distancing requirements. No administrator will hold all-staff meetings in a classroom. If higher-risk employees, as defined in Subsection j, below, are required to attend meetings held in-person, a remote attendance option (such as videoconferencing) will be offered. Nothing in this paragraph prohibits employees working onsite from informally collaborating in-person provided social-distancing rules are followed. Upon the request of the District or employee, any meeting or conference called for by the CBA, including regarding employee investigation or discipline, may be conducted remotely via videoconference

platform mutually agreeable to the parties hereto. Meetings regarding employee evaluation, discipline, or investigation will only be recorded with the consent of all persons present.

h. **Sanitation.** The District will provide custodial services to clean and disinfect high-touch surfaces, consistent with the Guide. The District will also provide sanitation materials (e.g., spray bottles and cleaning rags) for use in the classroom.

i. **Training and Professional Development on Health and Safety.** All employees will be offered 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 will be offered this training prior to their first day with students.

j. **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 20-46.2 (and clarifying guidance memo) or a subsequent, binding proclamation, may choose to come to work at a District worksite when required by the employee's assignment or may seek reasonable accommodation, including alternate assignment, or choose to access, in consultation with the District, paid or unpaid leave benefits. The District will provide notice of the Proclamation to all employees prior to the first day of school. Employees may be asked to provide verifying information, including health information, consistent with the Proclamation and federal and state privacy and anti-discrimination laws and regulations.

2. **Notice of Protocols.** Prior to the start of the 2020-21 school year, the District will provide written notice to all employees, parents/guardians, and students of relevant health and safety protocols as they exist at that time. Should health and safety protocols change during the school year, the District will provide reasonable notice to the Association leadership and affected employees. Communication with parents/guardians will be provided in home languages consistent with Title VI of the Civil Rights Act of 1964.

3. **Student Discipline.** Prior to any return to in-person instruction, the staff and administrators at each building will review District and building student discipline policies and procedures and current employee and student rights handbooks regarding procedures to be followed in the case of violations of COVID-19 safety protocols by students.

4. **Personal Items.** Consistent with the Reopening Plan, building staff will not bring to the worksite soft-surface items, such as rugs, upholstery, and curtains.

5. **Site Supervisor.** The District will designate a site-based COVID-19 supervisor for each building to monitor employee health and safety. Prior to any employees' first workday, employees will be notified of the name and contact information of this supervisor. No bargaining unit member will act as such a supervisor.

## **C. Work and Compensation of Employees.**



**1. Work Location.**

a. If the District or an employee's worksite is using only remote instruction, an employee has a choice to work remotely but is encouraged to work onsite. In that circumstance, should an employee be unavailable to work all or part of his or her assigned shift, the employee must apply for the appropriate paid or unpaid leave described in Section D, below (e.g., leave to provide childcare for a child whose place of care is not open due to COVID-19).

b. If the employee's worksite is using hybrid or only in-person instruction, the employee will report to work onsite at a location determined by the District unless he or she takes appropriate leave and is approved for that leave if required by the CBA.

c. For purposes of this Section C.1, an employee's "worksite" means a school, program (including, without limitation, LAP, ELL, HiCap, pre-K special education, RISE), or assignment to work with one or more students whose special education program requires in-person instruction.

d. In the event that this Section C.1 conflicts with OSPI guidance or a future proclamation by the Governor, the District will align its plan with OSPI or such future proclamation.

2. Employees will have access to their classrooms, technology, and teaching materials in the event of remote learning or assignment to remote instruction. Employees may bring necessary materials home to complete their job duties. All materials removed from work sites remain the property of the District. Employees are responsible for lost or damaged materials. The District will provide Wi-Fi hotspots for higher-risk employees assigned to a remote work location as a reasonable accommodation per Section B.1.j, above, who have insufficient Internet access to perform required duties.

3. During remote instruction, employees who choose to work onsite will be permitted to bring their children with them, provided they are able to complete their work duties and remain solely responsible for supervision of their children. Employees' children will not be allowed to access or congregate in common areas, including but not limited to cafeterias, gyms, fields, or playgrounds.

4. Regular Association employees on continuing, provisional, and long-term leave-replacement contracts of at least 20 workdays will receive the compensation called for by their employment contracts for the 2020-21 school year, provided that such employees remain eligible and available to work or are on an approved paid or unpaid leave.

5. During the 2020-21 school year, the District will award to Association employees those supplemental contracts listed in Article IV, Section 15, Subsection C of the CBA (with the exception of CISPUS supplemental contracts, which will not be awarded), at the rate of 75 percent of the listed stipend amounts. Work expectations for those supplemental contracts will

be adjusted accordingly. Nothing in this paragraph affects TRI contracts or counselor supplemental contracts discussed in Article III, Section 8 of the CBA.

6. Prior to the first transition from remote instruction to hybrid instruction, employees participating in hybrid instruction will have one day of worktime, 50 percent of which is teacher directed to facilitate setting up classrooms and verifying classroom capacity, and 50 percent of which is training of staff in appropriate procedures and conducting practice runs for arrival, recess, passing times, lunch, and dismissal. Employees participating in hybrid instruction will be required to report onsite for said workday. As a result, employees will provide asynchronous and independent instruction for said workday.

7. The District will provide training to Association employees on monitoring students' SEL needs, including which tools are available, prior to the start of the student year.

#### **D. Leaves Related to COVID-19.**

1. COVID-19 presents unique medical, family, disability, and staffing challenges for the District and its employees. The District will make accessible information for employees, including those requesting but not receiving alternate assignments, of leave options available under the CBA, federal law, and state law, including Emergency Paid Sick Leave ("EPSL"), Emergency Family Medical Leave Expansion Act ("EFMLEA"), Washington paid sick leave, shared leave, and unpaid leaves of absence. The District will aide employees in accessing those programs.

2. Each 1.0 FTE employee may access up to ten (10) workdays of paid administrative leave to be used under the following circumstances. An employee will qualify for such leave during: (a) any period of mandatory quarantine (as determined by the District, in consultation with CCPH) if the employee has exhausted EPSL, an alternative work assignment is unavailable, and the employee was present onsite during a COVID-19 exposure; or (b) the employee was excluded from a District worksite due to failing a District-required health screening, the employee has exhausted EPSL, and an alternative work assignment is unavailable. For employees at less than 1.0 FTE, the amount of leave will be prorated accordingly.

3. Employees may supplement EPSL and/or EFMLEA with accrued sick leave up to their typical daily compensation.

4. Employees required to quarantine who are asymptomatic will continue to provide remote instruction.

5. When an employee requests paid or unpaid leave, the District may require, and an employee will provide, such documentation as is consistent with federal and state law and the CBA. 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 5.



6. 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. The leave entitlements of the FFCRA (both EPSL and EFMLEA) currently expire December 31, 2020.

**E. Alternative Work Assignments and Temporary Reassignment.**

1. When an employee's assignment requires work at a District worksite and the employee cannot work at a District worksite for one of the following reasons, the District will attempt to reasonably 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. The employee is higher-risk, as defined above.
- b. The employee has been diagnosed by a healthcare provider as having COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical diagnosis;
- c. The employee has been ordered or advised by a public health agency to quarantine at home due to possible exposure to COVID-19.
- d. The employee has a higher-risk individual in their household, as verified by the individual's medical provider.
- e. The employee is caring for someone who is subject to quarantine because that person is diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
- f. The employee must care for his or her child because of a school closure or unavailability of the child's care provider due to COVID-19
- g. The employee has an assignment that requires work at a District worksite but he or she cannot wear PPE required for that assignment, including but not limited to a face covering.
- h. Employees who otherwise choose not to work at a District worksite out of concern for safety.

2. Prior to placing a teacher in an alternate assignment, the District will evaluate with the employee whether appropriate accommodations would allow them to continue in their current assignment. Accommodations will be provided in compliance with Governor's Proclamation 20-46.2, or such later enactment of that proclamation.

3. When choosing from among multiple employees for the same available alternative assignment, the District will prioritize employees in the order in Section 1.a-h, above. Employees must hold the appropriate training, licensing, endorsement, or other qualifications

for the position in any case, although the District will consider seeking out-of-endorsement waivers for employees who are higher-risk if requested by the employee.

4. If two or more employees have equal priority under the conditions above, the District will use total District seniority to make the assignment.

5. If a remote assignment is created and assigned to an employee with the expectation that it will continue for the entire school year or another established period of time, 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).

6. 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 opportunities for temporary reassignment of employees (which may apply in either the case of an alternative work assignment per Sections 1-5, above, or when an employee would otherwise be required to continue to work onsite):

a. An employee may be temporarily assigned to provide services outside the employee's normal job description if work within the employee's job description is unavailable due to the temporary closure of school facilities;

b. Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable), and prepared to perform.

c. Such assignment will not, without the employee's agreement, exceed the hours normally assigned to such employee.

d. Such employee will be paid the regular salary, wages, and benefits the employee would receive from the employee's normal assignment.

e. Such employee's temporary assignment may not result in displacing any other employee performing services within his or her regular job description.

f. The temporarily reassigned employee retains a right to return to the employee's original assignment upon resumption of regular school operations, subject to existing contract rights of the District to reduce the workforce and/or reassign employees within the same bargaining unit.

7. Consistent with Sections 1-5, above, when assigning employees to the distance-only learning program, to be run concurrently with hybrid instruction, the District will first prioritize placements for teachers in the categories listed above, then make placements according to Section 6. The District and the Association acknowledge that the process of creating assignments related to teachers in higher-risk categories will be challenging and commit to work



together to provide as many work opportunities as reasonably possible while offering a robust educational program.

8. Educators at the K-6 level providing distance instruction will have no more students assigned than the lowest CBA class size for the grades taught. (For example, if a teacher is instructing grades 1, 2, and 3, the class size would be capped at 21.) Educators providing remote instruction for grades 7-12 level will be limited to not more than four (4) preparations, unless they agree to provide additional services per a supplemental contract (e.g., teaching a “zero” period or foregoing a preparation period). K-6 teachers will be responsible for providing either in-person or distance-only instruction.

**F. Evaluation.** The District will conduct certificated educator evaluations for the 2020-21 school year. The parties agree to amend the evaluation process described in the CBA as follows:

1. Teachers who are scheduled for a Focused evaluation: Proceed with regular Focused evaluation process.

2. Teachers in years two and beyond who are scheduled for a Comprehensive evaluation under RCW 28A.405.100: Decide on two criteria to be formally scored using evidence provided during the 2020–21 school year. Remaining six criteria to be scored by assigning score received in most recent Comprehensive evaluation. Determination of the two criteria will be made according to current negotiated process for choosing criterion for Focused evaluation, which must include approval by the teacher’s evaluator, per WAC 392-191A-120 and WAC 392-191A-210. Teacher can be moved to regular Comprehensive cycle (all 8 criteria) if notified in writing by December 15.

3. Teachers in their first year of teaching, on a Comprehensive evaluation: Use the traditional Comprehensive process OR determine at least two criteria to be formally scored using evidence provided during the 2020–21 school year, as determined by the employee’s evaluator. Remaining criteria to be scored “Basic” as default score. The District will include the note “default scores due to the circumstances of the COVID-19 pandemic” for criteria marked with a default score. Determination of the scored criteria will be made according to current negotiated process for choosing criterion for Focused evaluation, which must include approval by the teacher’s evaluator, per WAC 392- 191A-120 or WAC 392-191A-210. If adequate evidence that clearly indicates Proficient practice is provided for default criteria, evaluator may override the Basic score.

4. Teachers with two or more years of successful performance in another Washington state district or another state who are in their first year of teaching in a new district (and, therefore, on a Comprehensive evaluation) “Provisional 3”: Use the traditional Comprehensive process, OR use process identified in Section 2, above, OR handle locally on a case-by-case basis, as determined by the employee’s evaluator.

5. Teachers on probation or plan of improvement: Follow existing CBA language.

6. Should any guidance from OSPI regarding the impacts of COVID-19 on certificated staff evaluations conflict with the agreements above, the parties will reconvene to reconcile the conflicts.

**G. Expectations Specific to Remote Instruction.**

1. Remote instruction will be conducted in accordance with the Reopening Plan and guidance of OSPI, the Governor's Office, and DOH. In the event that the District is offering remote instruction, the employee work schedule will be as provided in the negotiated plan in Appendix B, which is incorporated by this reference. Specialists, special education teachers, ESAs, and TOSAs will have equivalent amounts of preparation time as classroom teachers at the grade level they support during remote or hybrid instruction, respectively, with the exception that special education teachers will nonetheless be required to perform all service minutes for the students on their caseloads. A special education teacher who believes he or she will not receive equivalent amounts of prep time due to carrying out service minutes may show the employee's supervisor, in which event the employee will receive a one-time stipend of \$1,500 for those increased duties.

2. District-directed professional development time on Wednesdays in September and October will address topics on SEL and relevant to remote and hybrid learning.

3. For special education students, IEP teams will determine the means of service delivery to meet student learning goals, in accordance with the IDEA.

4. Nothing in this MOU alters the special education caseloads and staffing provided for in Article III, Section 18 of the CBA.

5. Prior to beginning limited in-person instruction, employees providing limited in-person instruction will have one day of worktime, 50 percent of which is teacher directed to facilitate setting up classrooms and verifying classroom capacity, and 50 percent of which is training of staff in appropriate procedures and conducting practice runs for arrival, recess, passing times, lunch, and dismissal. Employees participating in limited in-person instruction will be required to report onsite for said workday. As a result, employees will provide asynchronous and independent instruction for said workday.

**H. Expectations Specific to Hybrid Instruction.**

1. Hybrid instruction will be conducted in accordance with the Reopening Plan and guidance of OSPI, the Governor's Office, and DOH.

2. In the event that the District is offering hybrid instruction, the employee work schedule will be as provided in the negotiated plan in Appendix C, which is incorporated by this reference.



3. All students assigned to an educator will count towards their bargained class size or caseload, so long as the employee is providing instruction (either synchronous or asynchronous) to all assigned students each school day.

**I. School Calendar and Work Year.**

1. The parties do not presently anticipate changes to the Board-approved calendar for the 2020-21 school year, other than that the following dates, March 19, 2021 and April 26, 2021, originally intended as possible snow makeup days may be used to make up days that instruction could not be provided across the District due to COVID.

2. It is currently anticipated that school will be in session through June 18, 2021. If this end date changes for any reason, the District and the Association will meet to negotiate impacts.

**J. Professional Development.** The District and the Association agree that remote and hybrid instruction modes present new challenges that necessitate additional training. Employees will be offered professional development on remote and/or hybrid instruction on professional development days identified on the adopted 2020-2021 school calendar. Those days will be required workdays and paid at the employee's per diem rate. If an employee cannot attend such professional development days, an employee may use available paid or unpaid leave.

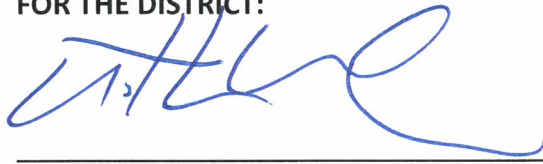
**K. Contact with Students.** Employees will only communicate with students on District-approved curriculum platforms or with District email. Employees will not meet with students or communicate with District students outside of their assigned job duties, consistent with the District's policies/procedures on maintaining professional staff/student boundaries and use of electronic resources.

**L. Enforcement.** This MOU may be enforced through the typical grievance procedure in the CBA.

**M. Effective Date.** This MOU will be in effect for the 2020-21 school year and will expire on the last instructional day of the school year, unless the parties earlier agree in writing to terminate it. All provisions of the CBA for 2018-21 (as amended in spring 2019) not modified herein will remain in effect. This MOU is not precedent-setting and is intended to address only the specific and unprecedented health emergency presented by COVID-19. Neither party may cite this MOU or introduce it into evidence in any future arbitration or other legal action, other than one to interpret or enforce this agreement.

The parties intend this MOU to address those foreseeable changes to wages, hours, and working conditions anticipated to arise from use of remote or hybrid models. Should further changes to school operations affecting wages, hours, or working conditions be necessary to respond to the evolving COVID-19 emergency or guidance by OSPI, the Governor, or DOH that are not addressed by this MOU, the parties will meet upon request of the Association to discuss any impacts of such changes on mandatory subjects of bargaining.

**FOR THE DISTRICT:**



Dr. Nathan McCann, Superintendent

Date

9/2/2020

**FOR THE ASSOCIATION:**



Alan Adams, President

Date

9-2-20