

**Memorandum of Understanding  
By and between the Concrete School District and  
Upper Skagit Valley Education Association**

**September 2, 2020  
CSD #3**

This Memorandum of Understanding (MOU) sets forth the following agreement between the Concrete School District ("the District") and Upper Skagit Valley Education Association ("USVEA").

For purposes of this Agreement, "the CBA" references the 2020-2023 Collective Bargaining Agreement between the District and USVEA. This MOU is an outcome of the unprecedented COVID 19 pandemic and its impact on the school community. For the duration of this agreement as described below in Section G, the parties agree to continue to meet as need be to collaboratively resolve issues impacting working conditions within any instructional model that is a change from traditional schooling. The District reserves its management right, however, to change the instruction model as needed; provided that it complies with current Department of Health recommendations.

**Health and Safety Protocols**

The District will adhere to all safety and health requirements, including screening protocols, necessary to maintain the safety of staff and students working on site as further described in the District's Reopening Plan. This includes, but is not limited to, enabling and enforcing appropriate physical distancing guidelines and limits to group size, sanitation and disinfection of workspaces, health screenings, and all other recommendations/guidance of public health agencies with jurisdiction over CSD. Strict compliance with all District safety and health rules will be an essential function of every employee's job.

**A. Working Conditions**

1. **Instruction.** The 2020-21 school year will begin in a mode of remote instruction for most students using Concrete Virtual Academy, with special education students receiving onsite instruction. The parties recognize and agree that the District may change modes in discretion consistent with its management rights and recommendations from the Governor's office, Washington Department of Health and in consultation with the Skagit County Public Health Department as the COVID-19 situation evolves. The parties further agree that the District will return to an in-person model of operations for students at the earliest opportunity per by the above-referenced authorities.
2. While the District offers remote learning for most students due to health and safety concerns, employees will be offered the option to instruct remotely from a location which offers reliable, high-speed internet other than the school district buildings. Employees will instruct from one's primary residence unless the principal authorizes a different location. Staff will be expected to return to buildings full-time 5 (five) instructional days prior to the scheduled return of students to the buildings.

3. **District-Directed Days (August 25-28, 2020).** Certificated staff will work remotely during this period. The parties agree that staff will attend/engage in the following:
  - a. All District Welcome Zoom meeting (August 25, 2020 from 8:00-9:00 a.m.)
  - b. On-demand Virtual Training (approximately 9 hours): Training will include instruction on how to use the Learning Management system for the Concrete Virtual Academy and how to be effective Virtual Instructors.
  - c. Family Orientation meeting scheduling
  - d. Training on how to conduct Family Orientation Meetings
  - e. Building specific training.
4. **Soft Start (September 1-4, 2020).**

Elementary School Teachers will conduct Family Orientation Meetings with students assigned to their classroom. High School Teachers will conduct a maximum of fifteen (15) Family Orientation Meetings each. Certificated staff will have the option to conduct these meetings onsite or by working remotely. All teachers will spend the remainder of their time preparing their virtual courses to be live on September 8, 2020 and will meet the minimum daily hour requirements as agreed upon in the CBA.
5. **September 8 – September 25, 2020.** For the first three weeks of the 2020-21 school year, certificated staff will have the option to work onsite or remotely. The parties will evaluate the conditions prior to all staff working on site. Certificated staff will work onsite as early as September 28. Employees will provide the following if they choose to instruct off-site:
  - a. Reliable, high-speed internet.
  - b. Teaching that emulates the conditions of the on-site location.
  - c. Minimization of all distractions that would disrupt the students' learning experience.
6. **Attendance.** Teachers will take daily attendance for each course they teach. During remote instruction, the student school day does not have fixed start and end times, but instead occurs when students and families engage in learning. Teachers will take attendance the following day based on the student's engagement with the course.
7. **Teacher Office Hours.** Certificated staff will have designated times for Teacher Office Hours. Office hours are scheduled times when students self-select attendance and receive additional support. Each teacher will hold at least one but no more than two office hours on each school day. When the district moves to a hybrid or full-time in-person learning model, office hours will no longer be required. Each office hour will be one hour in length and will not require prior appointment by students or parents.
8. **Meetings with Students and Parents.** Certificated staff will be available to meet in-person or by phone with students and parents during regular work hours on scheduled workdays. Certificated staff are not expected to be available to parents and students outside of normal District hours. If mutually agreed upon by staff and administrators, work schedules may be flexed to accommodate outreach to families, IEP meetings, or other meetings to meet the direct needs of students.
9. **Hours.** Certificated staff are expected to work 7.5 hours per school day including a 30-minute lunch break in compliance with the CBA. If a certificated staff member is required to use a leave of absence, then they are not required to complete work duties assigned that day. If a certificated staff member requires a modified workday, then the staff member may request from the building principal authorization to flex hours without additional compensation provided that the staff member completes the minimum daily



hours as agreed upon in the CBA. Employees will follow weekly/daily instructional schedules for elementary, middle, and high schools whether working onsite or remotely.

10. **Administrator Access.** Administrators will be granted access to all virtual courses and web-conferencing sessions with notice to the teacher.
11. **Staff Meetings.** Certificated staff members will participate in one in-person grade level meeting or professional development meeting per week at the direction of the school principal for a maximum of one hour. Staff members may be required to attend one faculty meeting per week for a maximum of one hour, which will observe DOH physical distancing and group size recommendations or, if this is not feasible, be held virtually. Other meetings necessary to accomplish work with colleagues, students/families, leadership teams, IEP and 504 meetings, etc. may occur outside of the times scheduled for the above planned meetings in order to meet the needs of students and families.
12. **Special Education.** Special Education teachers will be required to work onsite with small groups of students in their room. Groups will consist of no more than four students. If a group exceeds four students, a separate space and a paraeducator to monitor that space will be provided.
13. **Counselors.** Counselors will meet with no more than one student/family at a time and shall follow mask and physical distancing guidelines. Any home visits made by unit members during the period of school closure shall be on a voluntary basis and consistent with Skagit County Department of Health guidelines.
14. **Communication.** Employees shall check their district email accounts at least three times daily during working hours. Employees will endeavor to respond within an appropriate time, and no later than twenty-four hours regarding a student who has missed instruction, excepting weekends, after receipt, to emails from District personnel, students, and parents. All employees will remain available for phone calls with their supervisor and District personnel during working hours. Additionally, employees will communicate with their direct supervisor for clarification of expectations and questions related to the instructional program. Employees will only communicate with students on District-approved curriculum platforms or with District email.
15. **Recording.** Staff meetings will not be recorded unless all staff present are provided notice. Staff may choose to record lessons/sessions with or without students. If students are present, staff will follow all District policies and guidelines to address privacy issues.

#### **B. 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 CBA or state law, including SEBB, shall maintain their benefits.
2. **Extended contract pay** will be based on teachers performing assigned duties regardless of whether they are performed onsite or through working remotely.
3. **Supplemental contracts.** The District will compensate Association employees for supplemental contracts that school and program administrators determine can be appropriately adapted to the current instructional mode and safety rules then in effect. Any disputes about adaptations shall be forwarded to the Superintendent and the UVEA President for further review and consultation.

#### **D. Safety and Discipline.**

The parties shall prioritize working together to maintain the safety and health of students and staff. The District will provide necessary personal protective equipment to all employees and students in accordance with Department of Health requirements. Students will be required to follow all safety protocols. Students who willfully and knowingly violate safety protocols may be removed from the classroom, in accordance with the CBA and state law. Parents/guardians of students who refuse to comply with safety procedures will be required to meet with the building administrator or designee, who will communicate the unsafe behavior and determine whether exclusion is appropriate. If exclusion is imposed, the administrator will confer with the teacher prior to the student's re-entry. Repeated unsafe behaviors by a student that lead to additional exclusion will result in a parent/guardian meeting to discuss further interventions or remote learning options.

**E. Leaves** – During the time that CSD is providing most instruction virtually, educators who are quarantined asymptomatic, or feel well enough to teach, may continue to instruct without taking leave and in collaboration with their principal. The parties agree that the best instructor for students is their regularly assigned teacher. In the hybrid model while students are physically present in class, efforts will be made to provide teachers who are quarantined with the option to deliver instruction virtually.

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 in accordance with the CBA and applicable state and federal law:
  - a. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), 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. Sick leave and/or emergency leave;
  - c. Personal leave;
  - d. Shared leave;
  - e. Washington Paid Family Medical Leave (PFML) (can be used as supplemental benefit);
  - f. 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.);
  - g. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
  - h. Unpaid leave of absence for the period of the temporary disabling condition;
  - i. Long-term disability benefits; and
  - j. 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 the following benefits in accordance with the CBA and applicable law:

- a. Emergency Paid Sick Leave (EPSL) under the Families First Corona Virus Response Act (FFCRA) 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;
  - b. Sick leave and/or emergency leave;
  - c. Personal leave;
  - d. Unpaid leave of absence for the period of the quarantine; and
  - e. 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 the following benefits in accordance with the CBA and applicable law:
  - a. Emergency Paid Sick Leave (EPSL) under the Families First Corona Virus Response Act (FFCRA) 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;
  - b. Leave for illness, injury, or emergency;
  - c. Sick/emergency/family leave;
  - d. Shared leave;
  - e. Personal leave;
  - f. Washington Paid Family Medical Leave (PFML);
  - g. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
  - h. Unpaid leave of absence; and
  - i. Unemployment benefits. If after accessing all of these benefits an employee has no option other than an unpaid leave, the District and Association shall meet to discuss other paid leave options.
- 4. **Employees "At Increased Risk" or who "Might Be At Increased Risk"** Employees who are "at increased risk" or who "might be at increased risk" of severe illness or death from COVID-19 as those terms are defined by the Governor's Proclamation 20-46.2, may choose to come to work at a District work site as required by the employee's assignment or may choose to access the following benefits under the terms of the CBA and applicable law:
  - a. Alternative or Remote work assignment, if available
  - b. Personal leave;
  - c. Unpaid leave of absence; and
  - d. Unemployment benefits.
- 5. **"At Increased Risk" Individual in the Employee's Household.** Employees who themselves are not at increased risk but have someone in the household who is at increased 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 the following benefits in accordance with the CBA and applicable law:
  - a. Personal leave; and



- b. 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 the following benefits in accordance with the CBA and applicable law:
  - a. Family Illness Leave
  - b. EPSL Emergency Paid Sick Leave (EPSL) under the Families First Corona Virus Response Act 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. Expanded 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;
  - d. Personal leave; and
  - e. Unpaid leave of absence.
- 7. Employees who are under Department of Health quarantine due to a confirmed exposure at work, as defined by DOH guidelines may not come to work at a District work site. Paid administrative leave will be provided for employees to supplement federal and state leave benefits to keep the employee financially whole for up to 14 working days.
  - 1. Primary Contact Exposure - any individual who was within 6 feet of an infected person *for at least 15 minutes starting from 2 days before illness onset or for asymptomatic patients, 2 days prior to positive specimen collection, until the time the patient is isolated.*
  - 2. *Work Site Exposure -the employee is requested to quarantine by the District or health department due to their work location and within the quarantine time period tests positive.*

Employees as described in this paragraph may access any or all of the following benefits in accordance with the CBA and applicable state and federal law:

- a. Emergency Paid Sick Leave (EPSL) under the Families First Corona Virus Response Act (FFCRA) 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;
  - b. Washington Paid Family Medical Leave (PFML);
  - c. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
  - d. Unpaid leave of absence;
- 8. **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 (e.g., employees who might be at increased risk) from a health care provider. The leave entitlements within the FFCRA (both EPSLA and EFMLA) currently expire December 31, 2020, and the

parties agree to meet prior to that date to reconsider whether the leave entitlements above will be amended.


**F. Travel.** Travel reimbursements for mileage are suspended until such time that the affected employee resumes in-person duties.

**G. Duration.**

- a. This MOU is not precedent-setting and is intended to address only the specific and unprecedented health emergency presented by COVID-19.
- b. All components of the current CBA shall remain in full effect except for provisions modified herein.
- c. This MOU will expire on the last instructional day of the 2020-21 school year or when CSD students physically return to school for regular instruction, whichever occurs first. This MOU may be extended by mutual agreement of the parties.

This Agreement is made this 3<sup>rd</sup> day of September, 2020.

**Upper Skagit Valley Education Association**

  
Cheri VanWagoner, co-President  
Renata Mapes, co-President

**Concrete School District**

  
Wayne Barrett, Superintendent