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Memorandum of Understanding Between

Olympia Education Association (OEA)

And the Olympia School District (OSD)

Whereas COVID-19 continues to create a public health emergency and the Office of the Superintendent of Public Instruction has issued requirements for the 2020-2021 school year that substantially affect the wages, hours, and working conditions of all Associations' members;

Whereas we are especially concerned because we know the dangers of COVID-19 and the associated disruption to educational routine disproportionately impact communities of color and people in poverty, and;

And whereas it is the duty of the District to provide safe and equitable learning conditions for all students and staff, which explicitly serves Black, Indigenous, and students of color, students living in poverty, students who identify as LGBTQ+, and students receiving Special Education, English Language Learner, and McKinney-Vento services, the parties agree to the following, which shall apply to OEA and OPA:

## I. Remote Work:

- A. During remote learning, staff who are required to be in the building to support students furthest from educational justice, may request remote work. Employees who request remote work, who can articulate a compelling reason, will have that request met.
- B. The District will make every reasonable effort (such as offering out-of-endorsement waivers for certificated staff/emergency certifications for paraeducators) to find an alternate placement for such teachers.
- C. No employee will be expected or required to be on-site to perform duties or attend meetings/events which can be done remotely. No employee will be assigned to a position requiring them to work in-person or on-site without their consent.
- D. Small Group Instruction:
  - 1. Small groups instruction/ services may occur on-site in a manner consistent with state and county Department of Health and L&I guidelines. If such services are needed to provide appropriate educational services to students, the District will first seek voluntary participation of qualified staff to perform these services, the District may contract or provide services through paraprofessionals (to the extent consistent with law) if no volunteer can be identified. The District will exhaust these options before directing any employee to perform in person instruction during the remote stage of re-opening. Under current public health conditions, the following restrictions apply to such services when provided by employees of the bargaining unit.
    - a. Employees working on-site, providing small group instruction, who are exposed to COVID-19 shall be granted full paid administrative leave while waiting for the results of related COVID-19 testing, or if ordered by a healthcare professional or district administrator to quarantine as a result of a potential exposure.
  - 2. Groups shall be consistent with current state and county Department of Health guidelines.
  - 3. Students who cannot wear face coverings and cannot maintain physical distancing shall receive remote and/or in-home instruction, as described in Section II and III, or will be served by employees who have been provided appropriate PPE as described in paragraph C above.
  - 4. An administrator shall be physically onsite and available for such services.
  - 5. Where the District has covered outdoor space available the District will make this space available for small group work. T.A. 8/25/20

## II. Safe Work Conditions:

- A. As the parties agree that the collective bargaining agreement remains in force and effect, Article VI, Section 2 imposes an affirmative duty upon the District to “maintain all District facilities in a safe and healthful condition.”
- B. In addition, all employees will follow the requirements and recommendations for working onsite to maintain the safe and healthful conditions of the workplace.
- C. High-Risk Employees: Employees who are at high risk of severe illness or death from COVID-19 as that term is defined by the **CDC Guidelines** 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:
  - 1. Alternative assignment for work/services may be provided from home. Such assignments will be available to these employees during remote instruction to the maximum extent feasible and will continue to be available upon return to in-person instruction subject to availability of positions; **Alternative assignment for work/services shall be provided from home, if unavailable:**

- a. Federal Emergency Paid Sick Leave (EPSL) with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;
    - b. Leave for illness, injury or emergency;
    - c. Personal leave;
    - d. Unpaid leave of absence for the 2020-21 school year; and
    - e. Unemployment benefits.
  - 2. Documentation of high-risk status: No documentation will be required for an employee who is "high-risk" as a result of being age 65 or older. For employees who have a health condition that falls within the "at increased risk" category, as defined by the Centers for Disease Control, no documentation will be required except for documentation of the underlying condition (e.g. an employee who is a high risk as a result of Type II diabetes mellitus need only present documentation of that diagnosis and does not need to present a doctor's statement indicating that the condition places them at higher risk). Employees with a condition that falls within the list of conditions the CDC indicates "might be at an increased risk for severe illness from COVID-19" must submit verification of both the diagnosis and a doctor's statement indicating that the employee's particular circumstances place the employee at increased risk for severe illness from COVID 19.
- D. High 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 **CDC Guidelines** 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:
- 1. Alternative assignment for work/services may be provided from home. Such assignments will be available to these employees during remote instruction to the maximum extent feasible and will continue to be available upon return to in-person instruction subject to availability of positions. Alternative assignment for work/services which may be provided from home, if unavailable:
    - a. Leave for illness, injury or emergency;
    - b. Personal leave; and
    - c. Leave of absence for the 2020-21 school year.
  - 2. If an employee who is high risk or has a high risk person in their household is unable to perform an available alternative assignment and is in danger of exhausting paid leave, the District will meet with the employee upon request to explore options to mitigate hardship on the employee.
- E. On-site Student and Staff Health Precautions**
- 1. **Face coverings:**
    - a. All employees, students, and building visitors shall wear face coverings consistent with the most recent guidance from state and local health officials. Current guidelines allow exceptions for the following:
      - (1) those with a disability that would prevent them from comfortably wearing or removing a face covering
      - (2) those with respiratory conditions that would prevent wearing face covering, or trouble breathing
      - (3) those who are deaf or hard of hearing and use facial and mouth movements as part of communication
      - (4) those advised by a medical or behavioral health professional that wearing a face covering may pose a risk to that person
    - b. The District shall provide disposable face coverings for all employees and students who need them.
    - c. Employees may choose to provide their own face coverings.

- d. 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.
  - e. Students who cannot wear face coverings and cannot maintain physical distancing shall receive remote and/or in-home instruction, as described in Section II and III, or will be served by employees who have been provided appropriate PPE as described in paragraph c above.
- 2. **Health Screenings:** Students and staff who are attending onsite will be screened for COVID-19 symptoms in a manner consistent with guidance from state and local public health authorities and OSPI.
  - a. Employees assisting with health screenings shall be provided all appropriate medical grade PPE by the District, as described by the DOH, CDC, and L&I.
  - b. No employee in a high-risk category as defined by the **CDC Guidelines** shall be required to assist with in-person health screenings.
- 3. **Physical Distancing:** Capacity for students and staff in any facility and/or classroom shall be limited by physical distancing requirements consistent with state and local health guidelines, and of at least six feet between all students and staff. It is understood that this may limit the number of students in a classroom or facility, at any given time, and may require alternative scheduling.
  - a. Prior to the first on-site student contact day, employees shall collaborate with administrators and custodial staff to determine the number of students that may be in a classroom or other facility while observing physical distancing. In the event the employee does not agree with this determination, the employee shall appeal the determination to the superintendent or designee, who shall make a determination within two (2) business days.
  - b. The district shall provide appropriate PPE and training for employees who must perform tasks that cannot be accomplished with physical distancing, such as diapering.
- 4. **Handwashing:** The district shall provide adequate facilities and supplies to meet the handwashing and hygiene guidelines of OSPI and the WADOH.
  - a. No employee shall be required to supervise students of the opposite gender from the employee's identified gender in bathrooms or locker rooms while handwashing.
  - b. Employees and students will maintain appropriate social distancing while hand washing.
- 5. **Exclusion of students and staff with COVID-19 symptoms for in-person instruction:** For students and staff who display COVID-19 symptoms, **the district will follow the current [Thurston County Public Health and Social Services \(PHSS\) and Thurston County Schools COVID-19 Employee Pathway](#).**
  - a. Classrooms and other facilities will be disinfected by the district according to CDC, DOH, and OSPI guidelines.
  - b. Employees who were exposed to a student in their classroom, or staff member, who has tested positive for COVID-19 shall be notified as soon as possible. -
  - c. The district will follow Thurston County PHSS guidance when treating students or staff who exhibit or report symptoms related to COVID-19.
- 6. **Safety and Discipline During On-Site Instruction:** 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. **Face coverings for Students:** No student shall be permitted to enter any school facility unless they are properly wearing a face covering or meet a legally recognized medical exception, in which case staff working with the student will be provided appropriate PPE. Students will be provided age and culturally appropriate instruction on face-coverings, hygiene, and physical distancing within the first week of school.

- b. Students new to the district after the start of the school year will also be provided time with a counselor, nurse, or social worker, or other non-classroom teaching staff to go over health and safety protocols as described above.
- 7. **Violations of Safety Protocols: Students who willfully and knowingly violate safety protocols may be subject to appropriate discipline** in accordance with the collective bargaining agreement and state law. Student discipline for any infraction described above shall be proportionate to the age and cognitive ability of each child.
  - a. 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), **staff shall notify an administrator**. The building administrator or designee shall immediately notify the parent or guardian of the affected student.
  - b. In the event a student willfully and knowingly violates safety protocols towards an employee in a manner that may cause harm (for example, purposefully removing a mask and coughing or sneezing on the employee), the District will defer to the [Thurston County Public Health and Social Services \(PHSS\) and Thurston County Schools COVID-19 Employee Pathway](#). Employee may be placed on paid COVID-19 leave upon request for appropriate testing and while awaiting the results. Up to three (3) days of this leave will be covered by the District without deducting from sick leave. The district shall reimburse for COVID-19 testing if not covered by insurance in these instances. In the event the employee tests positive for COVID-19 after such an incident, the employee will be entitled to the leaves set forth below related to employees with COVID-19.
- 8. **Exposure to COVID-19:** In cases where employees who are known by the District to have been exposed to any student or other district employee who has a confirmed or suspected case of COVID-19 “**COVID-19 Employee Pathway**” individual protocol flow chart. T.A. 08/27/20

### III. Leaves

- A. The district shall grant ten (10) additional days of paid leave and benefits for any employee who has a confirmed case of COVID-19 throughout the duration of their recovery.
  - 1. A healthcare professional’s note or proof of positive COVID-19 test result will be required. It is understood that employees incapacitated by illness may not be able to provide prompt documentation.
  - 2. If/when the Families First Coronavirus Response Act (FFCRA) expires, parties will meet to bargain the impact.
- B. **Employees with COVID-19/Suspected COVID-19, Employees Quarantined Due to Possible Exposure to COVID-19:** Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, or 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:
  - 1. Alternative assignment for work/services which may be provided from home, if available and if the employee is well enough and chooses to work remotely;
  - 2. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), with supplementation up to the employee’s regular daily salary if the employee’s salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;
    - a. Employee may use own sick leave bank if they have exhausted EPSL and an alternative

work assignment for work/services provided at home is unavailable;

- b. Shared leave;
- c. Personal leave;
- d. Washington Paid Family Medical Leave (PFML);
- e. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
- 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. Unpaid leave of absence for the period of the quarantine;
- h. Long-term disability benefits to the extent available through SEBB; and
- i. Potential benefits covered under the federal CARES Act.

- C. **Personal and Longevity Leave:** Unused personal and longevity leave shall rollover into the 21/22 school year with no penalty, regardless of remote, hybrid, or face-to-face.

T.A. 08/27/20

#### **IV. Building Access:**

- A. In a distance learning model, employees may choose to work from their classroom or other on-site work location in accordance with local phase restrictions and District safety protocols.
- B. All access to buildings by employees working remotely must be documented in order to facilitate custodial work. T.A. 08/25/20

#### **V. Workday, Overload, and Advisory:**

- A. Employees must be given daily planning time and a duty-free lunch period, consistent with the collective bargaining agreement.
- B. All caseload and class size limits must be consistent with the collective bargaining agreement.
- C. **Advisory:**
  - 1. The advisory class at the secondary level will be scheduled at a separate time from other scheduled classes.
  - 2. To the extent possible, the advisory period will be made up of students who are already assigned to the teacher. T.A. 08/25/20

#### **VI. Transition from Distance to Hybrid Learning:**

- A. The District shall prioritize aligning transitions to grading periods. Any transition to a hybrid model must occur on a Monday.
- B. The District shall provide employees and families at least three (3) school days of notice before transitioning from a distance to hybrid learning model. T.A. 08/27/20

- VII. Hybrid Model Split or Alternate Shifts:** 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 (including

remote learning days/non-student days) will be part of the 180-day contract.

1. All students assigned to an employee will count towards their bargained class size or caseload.
2. No employee will be required to provide separate remote instruction on days when they are providing in-person instruction.
3. No teacher shall provide in-person instruction, or duplicate such instruction, for students learning remotely.
4. In the event that the District employs an am/pm split, the parties will meet to bargain the health and safety impacts. T.A. 08/25/20

## **VIII. Internet Access and Supplies:**

- A. **Technology and internet:** The District shall provide all necessary technology for employees while working remotely. Such technology includes but is not limited to reliable high-speed internet access. Educators will be given adequate paid training and ongoing support for any technology tool or program needed to provide instruction.
1. The District will reimburse employees for documented additional costs actually incurred for new or improved internet service that is necessary to support remote work, up to a maximum of \$75 per month, subject to compliance with applicable expense reimbursement guidelines. This reimbursement will be available on a prorated basis during months when the District requires the employee in question to work from home.
  2. The District shall purchase Schoology licensure at its highest level of functionality (i.e. premium level as opposed to basic), including integration of Turnitin.com plagiarism checking software.
  3. Any other technology tool the District requires or encourages employees or students to use must be purchased at its highest level of functionality (i.e. premium level as opposed to basic).
  4. Employees in Special Education and LAP funded positions may submit requests for technology tools/licensure to the appropriate Special Education and Student Services or Teaching & Learning supervisor or designee. These employees have the right to appeal rejected technology requests to the Executive Directors of the appropriate programs; such appeals must be resolved within three (3) business days.
- B. **Supplies:**
1. Teachers will have the ability to check out textbooks and workbooks to students.
  2. Employees may submit a list of requested supplies not routinely covered by department budgets that are needed to work from home. OSD will furnish approved supplies to the employee.
    - a. Employees have the right to appeal rejected supply requests to the appropriate Teaching and Learning supervisor or designee; such appeals must be resolved within three (3) business days.
    - b. The District may require these items to be turned in along with other District-owned supplies after they are no longer in use for work. T.A. 08/25/20

## **IX. Curriculum, Instruction, Assessment, and Grades:**

- A. **Course work and grading policies:**
1. The District recognizes student needs and gaps in opportunity are bound to increase due to the

COVID-19 emergency. In differentiating instruction and assessment to best meet the needs of their students, teachers have the right to control:

- a. Instructional methods
  - b. Grades, scores, and grading/score adjustment
  - c. Content and pacing adjustment
  - d. Assessment style and format
  - e. Essential CCSS standards
2. Direct supervisors may review course work policies and grading policies to ensure student needs are met. Should a supervisor suggest a policy change, the teacher has the right to defend their practice(s).
    - a. In the event a teacher disagrees with a policy change they are directed to make, the teacher may appeal to the appropriate Teaching and Learning supervisor, and may opt to include OEA representation in the appeal process. Such appeals must be resolved within three (3) business days.

**B. Teacher responsibilities:**

1. We recognize that both asynchronous new learning opportunities and synchronous differentiated learning opportunities are necessary for student success. Educators may determine, within the bounds of OSPI guidance, the most appropriate manner in which to approach synchronous and asynchronous learning in their classes to meet all students' needs.
  2. Employees shall take attendance daily via a district-determined method. Employees will not be responsible for tracking or following up with students who do not attend, but will provide reasonable facilitation of make-up work.
    - a. Building administrators or their designees shall contact students with more than three (3) unexcused absences within a week and/or six (6) cumulative unexcused absences, and students whom a teacher has identified as disengaged from class, and persist in attempts to contact until the student has successfully reengaged.
    - b. Counselors, graduation specialists, and social workers may provide attendance support/tracking at their discretion within the 7.5 hour workday.
  3. To the extent allowable by law, CTE requirements will be waived for the 2020-21 school year, including but not limited to: advisory board minutes, all components agreed to under approved frameworks, and the five-year plans.
  4. No teacher will be expected to teach or lead a meeting with students outside of their scheduled, contracted time.
    - a. AP and IB teachers may choose to offer test preparation-focused sessions outside of this time, provided these sessions do not interrupt any other teachers' required classes. These sessions must not be considered a required part of the course curriculum. Therefore, no student will be penalized in class in any way for lack of participation.
    - b. Students who opt in to AP/IB testing will be advised that due to hybrid/distance learning time constraints, additional studying may be needed outside of class to prepare for the test.
- C. Screen time:** In order to encourage equitable remote learning, healthy media consumption habits, and eye health, the District will support teachers, within the bounds of OSPI guidance, in appropriately limiting screen time in their lessons. T.A. 08/25/20

**X. Video/Zoom Etiquette:**

- A. While offering synchronous instruction via video/audio, there shall be no disciplinary or adverse action toward an employee for any event or action that occurs in a student's home or work space during such instruction, nor will an employee be negatively evaluated for any such event. The district shall defend and hold harmless any employee in any lawsuit that arises from such an event.
- B. No Teacher will be required to record or publish any Zoom/video meeting. The parties note that Article III Section 3 of the CBA remains in effect: "No mechanical or electronic device will be utilized to observe, or place under surveillance any certificated employee without his/her knowledge and consent. This does not preclude the use of communication systems for ordinary school use."
- C. No employee, excluding those who regularly interact with students on an individual basis, will interact with an individual student via Zoom/video without their parent/guardian and/or another employee present. If an employee needs to interact with an individual student via Zoom/video, the employee may either:
  - 1. Meet with the student in the presence of their parent/guardian and/or another employee.
  - 2. Record the one-on-one meeting with the documented permission of the student and the parent/guardian. The recording of the meeting will be archived and will not be published.
- D. The District will follow the applicable board policies and procedures, the Student Rights and Responsibilities Handbook, and established protocols to address student behavior.
  - 1. Parental involvement/presence in student video screens or audio will follow the appropriate visitor process as outlined in CBA regarding classroom visits. T.A. 08/25/20

**XI. Communication and Support for Students and Families:**

- A. Teachers will respond to emails from students and parents/guardians in a timely manner. Email will be considered the default mode of communication unless otherwise indicated by the student/family.
- B. The District will provide families with the Family Resource Center, available on the Olympia School District website. Information will be provided for HelpDesk, school-issued Chromebooks, Skyward, Schoology, Remind, and Zoom.
- C. If a parent/guardian communicates with an employee in a manner which violates [OSD Policy 5161: Civility in the Workplace](#), employees have the right to:
  - 1. Have their direct supervisor act as the conduit of all written and verbal communication with the parent/guardian, or other facilitation at the employee's request.
  - 2. Be excused from any in-person/Zoom meetings where the parent/guardian is present.
  - 3. Omit any incident of this nature from any observation, review, or other evaluatory documentation of the employee.T.A. 08/27/20

**XII. Special Education:**

- A. Special Education staff directed to amend IEPs or 504s to reflect hybrid and/or distance learning formats, and those with caseloads of past due IEPs, may submit time slips to be compensated at per diem rate for this work.

1. In order to complete this work within the contract day, Special Education staff may choose substitute coverage instead of or in addition to submitting time slips.
  2. During remote and hybrid model, special education teachers, social service providers, SLPs, OT/PTs, vision specialists will work an additional six (6) days per year in order to provide the necessary time required for documenting progress towards IEP goals, preparing the IEP documents, and scheduling the IEP meeting. Compensation for these days shall be the per diem rate of the employee. If the employee exceeds six (6) work days in the above mentioned work, they may submit time slips for pre-approval by administration to compensate for time beyond six (6) days.
- B. For the pre-approval IEP hours, Special Education staff (e.g. special education teachers, social service providers, SLPs, OT/PTs, vision specialists, etc) will identify specific students on the pre-approval form for approval from Student Support Admin without having to predict the time needed. Once the work and IEP meeting are complete, the Special Education staff will submit time slips for actual time spent on IEP work to replace the current 1.5 IEP hours allocated by Student Support.
- C. All Special Education employees will receive the necessary training to administer any OSD or state approved programs (e.g. AIMSweb). T.A. 08/27/20

**XIII. Standardized Testing:** Any testing beyond that mandated by the state, shall be bargained between the parties.

- A. If the state requires standardized testing regardless of the COVID-19 emergency, the District will meet the obligations of the law.  
T.A. 08/27/20

**XIV. Evaluations:**

- A. Evaluation will be conducted in accordance with the CBA and consistent with guidance from the Superintendent of Public Instruction to the extent possible. OSPI Guidance: [Framework for Remote Teaching, Teacher and Principal Growth and Evaluation \(TPEP\) Guidance for 2020-21](#)
- B. For the duration of remote learning, evaluators must take into consideration the difficulties faced by an employee attempting to adjust to online learning and will provide support as needed.
- C. No employee will receive below a Basic score.
- D. No employee will be placed on probation.
- E. Formal observations will adapt to online or hybrid learning.  
T.A. 08/27/20

**XV. Counseling:**

- A. All counseling staff (including graduation specialists) serving students and/or families directly will have the right to manage their schedules in the manner most conducive to meeting student and family needs. Time spent in contact with students/families outside the contracted work day will count toward contracted work time provided it does not:
1. Conflict with student/family needs.
  2. Interrupt required meetings or trainings without permission from the employee's direct supervisor.
- B. For tasks that require paper documents, fax, and/or postal mail, the District shall provide counseling

staff (including graduation specialists) with at least one of the following:

1. A system by which the employee may securely send files via email and/or upload through OSD intranet to be printed and mailed or otherwise distributed using District resources and personnel.
2. Safe, scheduled access to a school or District building with the appropriate resources, following all bargained health and safety protocols.
  - a. This option may be offered but not required. No employee will be asked to visit a building for the purposes described in XII.C above without their consent.

T.A. 08/27/20

**XVI. Professional Development:** Teachers will be given two (2) professional development days for the 2020-21 school year in addition to the regular 36 hours, paid at per diem rate.

1. Seven (7) hours will be funded from the federal CARES Act.
2. Six (6) hours will be Technology hours.

T.A. 08/27/20

**XVII. Meetings:** All meetings, including professional development, will be encouraged to be held remotely. All in-person meetings must occur in a space where it is possible to follow all applicable social distancing protocols as set by the Governor and/or State Department of Health.

- A. Article III “Employees Rights and Responsibilities,” Section 10 “Length of Workday,” “Required Meetings” shall remain in force and effect.
- B. Emergency staff meetings, as referenced in section A above, must be reserved for exigent circumstances relevant to issues of health and safety.

T.A. 08/27/20

**XVIII. Safety and Discipline:** In a hybrid model, ensuring the safety and health of students and staff shall be the district’s first priority. Students will be required to follow all safety protocols at all times.

- A. The District shall provide daily disposable masks for all employees and students as needed. No student shall be permitted to enter any school facility or vehicle unless they are wearing a mask, except as outlined in Section II.1 above.
- B. Students will be provided age and culturally appropriate instruction on face-coverings, hygiene, and physical distancing starting no later than the first day of in-person school and ongoing instruction as needed thereafter. OSD will communicate these health and safety expectations to families prior to opening and encourage students to practice before returning to school.
- C. Students new to the district after the start of the school year, and students only on campus for certain programs/activities/athletics, will also be provided time with a counselor, nurse, or social worker for universal screening and instruction on health and safety protocols as described above.
- D. Students who willfully and knowingly violate safety protocols will be subject to appropriate discipline, in accordance with the collective bargaining agreement and state law, and until they agree to follow safety protocols.
- E. 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 student in violation will immediately be subject to appropriate discipline. The building administrator shall immediately notify the parent or guardian of the affected student(s). The district shall pay for COVID-19 testing for all affected students/employees in vicinity of the incident.

- F. In the event a student willfully and knowingly violates safety protocols towards an employee in a manner that may cause harm (for example, purposefully removing a mask and coughing or sneezing on the employee), the student in violation will immediately be subject to appropriate discipline. See Article II "Safe Work Conditions," Section E "On-site Student and Staff Health Precautions" Subsection 7-b "Violations of Safety Protocols."

T.A. 08/27/20

**XIX. Duration:**

This MOU shall remain in effect through the 2020-21 school year or until 90 days after the end of the declared COVID state of emergency, whichever comes last. In the event new, binding guidance or legislation comes into effect during this time, such as a waiver of the 1027- hour rule, the parties shall meet to bargain the impacts within five (5) days.

T.A. 08/27/20