

Memorandum of Understanding
between
Mercer Island Education Association ("MIEA")
and
Mercer Island School District ("District")

Certificated & Classified Impacts of the Delivery of District Services
Affected by the Covid-19 Pandemic

This Memorandum of Understanding (“MOU”) reflects an agreement between the MIEA and District (together, the “Parties”) regarding compensation, terms, and working conditions impacted by the District’s provision of services caused by the ongoing COVID-19 pandemic.

The Parties recognize that the District, its staff, and students are not only coping with the pandemic impacts but also recent social upheavals as a result of the growing recognition of racism in our nation. We are committed to creating equitable learning opportunities for all students, especially your most at risk and marginalized students while implementing a learning program of rigour, flexibility, and compassion for all.

For the 2020-21 school year, the District created a continuum of instructional models ranging from fully online/remote with, to the extent possible, our most impacted students and our younger learners served in person, to hybrid with larger numbers of students receiving in-person learning, and full in-person models with varying degrees of health precautions, and full in-person models with additional safety precautions. Having a continuum will allow the District to adapt to the ever-evolving conditions created by the pandemic in a way that provides for consistency and transparency for educators, students, and families. The District’s placement within the continuum of models will depend on the impacts of a changing health situation, available resources, and direction from OSPI, our Governor, and health authorities, including Washington State Department of Health (Decision Tree) & King County Department of Health.

While remaining consistent with thoughtful financial stewardship and the District’s values, vision & mission, these models and the District’s provision of services in the 2020/21 academic year will prioritize the health and safety of our students, staff and entire District-community as well as positive educational outcomes that meet the needs of the whole child.

This MOU is not precedent-setting and is intended to address the specific and unprecedented COVID-19 crisis. This MOU applies to all MIEA represented employees. All matters arising under this MOU shall be governed by and construed under and in accordance with the laws of the State of Washington. If any part of this Memorandum is found invalid, illegal, or unenforceable in the State of Washington, the remaining provisions shall continue to be valid and enforceable. Disputes relating to this Memorandum will be subject to the grievance and arbitration provisions of the Classified or Certificated MIEA/MISD Collective Bargaining Agreements.

This Memorandum of Understanding will remain in place for the duration of the 2020-2021 year and will sunset August 10, 2021. All other provisions of the Collective Bargaining Agreements remain in full effect.

I. Agreement on Appropriateness of Future Negotiations:

Given that the District's reopening plan was not complete before August, the Parties were unable to address all known potential areas of impacted working conditions. On or before September 30, 2020, the Parties agree to address the possible impacts stemming from the following:

- a. Impacts from planned transitions for targeted student groups such as Kindergarten and ECSE;
- b. Grading,
- c. Substitutes
- d. Class size
- e. Early release day change calendar impacts

Prior to moving to a more open phase (e.g. hybrid, expanded in-person instruction), the Parties will have negotiated the impacts.

The Parties agree that there are likely to be impacts on working conditions that have not yet been identified. For issues which are unanticipated or require additional information unavailable to us at the time this MOU was negotiated, the Parties agree to continue conversations to determine the best solutions to problems as they arise. The team which developed this MOU, or a subset thereof, will reconvene on or before October 30, 2020, and periodically thereafter to discuss issues left to be considered or issues which have arisen since the last time the teams met.

Distance learning and hybrid educational model issues will be a standing topic for all labor-management meetings.

II. Notification of Transitioning to Another Phase on the Continuum

A. More Open

The District will be starting the year in a full (red) phase of learning. The District will closely monitor the COVID-19 developments in our community and information from health authorities, including the King County Department of Health. The District will further keep abreast of appropriate strategies to mitigate the health risks the COVID-19 virus poses to students, staff and visitors. When the District determines it is appropriate, in light of health and safety guidance, it will transition from one phase on the continuum to a more open phase whereby a greater number of people are present on-site (e.g. moving from a red phase to an orange phase), the District will notify staff impacted by a change to a more open model at least five (5) workdays prior to the first day in the more open phase, unless otherwise agreed by the Parties.

The Parties acknowledge that the conditions created by COVID-19 may result in teachers transitioning between more and less open phases multiple times in the year. For a teacher's first move to teaching in a more open phase, meaning the first time a teacher moves from teaching virtually to in-person, onsite with students, the teacher will be afforded one (1) day without synchronous teaching obligations. The teacher

may use this day to prepare their on-site classroom and learning environment. During this day, students will be provided asynchronous learning opportunities created by the teacher. This day of on-site preparation will occur before the first day the teacher is educating students on-site for the first time in the 2020/2021 school year. Teachers will be afforded only one such preparation day in the 2020/21 school year regardless of the number of times the teacher transitions between phases.

Teachers who are beginning the 2020/21 school year working with students on-site are not eligible for an additional day of on-site preparation.

B. Less Open

To mitigate against COVID-19 related health risks stemming from changes in the community, the environment, or the COVID-19 virus, the District may need to move quickly from a more open phase to one where fewer people are permitted on-site (e.g. moving from an orange phase to a red phase). The Parties agree that the District will strive to give MIEA immediate notice and give the impacted staff one day's notice of such a change. This one day notice requirement will not apply if the District must take immediate action to safeguard the health of staff and students.

III. Meeting Notice

The Parties acknowledge that communication can be stilted or disjointed in this remote environment. Accordingly, when scheduling impromptu meetings, the Parties agree that it is imperative to respect, to the extent possible, the pre-scheduled work commitments of those needed for the impromptu meeting. For non-emergent meetings unilaterally called less than 24 hours in advance, the Parties agree to work collaboratively to reschedule the meeting if there is a scheduling conflict on the part of a meeting participant. The Parties mutually agree to prioritize meetings called in the case of an emergency or to address an emergent student need. To the extent possible, meetings will be scheduled to occur during normal working hours.

IV. Remote Work

The District supports staff working in the school buildings when appropriate given health and safety guidance. However, while the pandemic creates a health and safety concern for staff and students, the District will permit staff to work remotely to the extent such remote work does not interfere with the employee's fulfillment of their job duties.

Those whose job requires them to work on-site and who work in close shared workspaces, defined as within six (6) feet of one another, will be permitted to work, to the maximum extent possible, on-site at an alternative time(s) or in an alternative location(s) in the District. Staff assigned to a shared workspace that enables staff to work six feet apart (e.g. a single, shared office with desk 6 feet apart) may request to work on-site, at that location at an alternative time or to work in an alternative location in the District. The District will grant such requests if reasonably possible.

V. Visitors and Volunteers

Visitors will only be allowed in District facilities by appointment. Volunteers in District facilities will not be allowed in the red model phase without permission from the Superintendent or designee.

VI. Instructional Coaches

The Parties agree the priority of an Instructional Coach is to engage teachers in reflective practice to build capacity for understanding and improve instructional practices for the purpose of increasing student achievement. Every effort will be made to ensure this priority is maintained. No coach shall be assigned duties inconsistent with their job description or their status as a bargaining unit member.

VII. Special Education In-Person Instruction

A joint meeting with the Director of Special Education Services, Special Education staff, the head of Human Resources, or designee, and an MIEA representative will be convened by September 25, 2020, to discuss workload impacts from the hybrid instructional model currently being used in Special Education Services.

VIII. Additional Compensation for Educators: Addressing Student Incompletes

For every incomplete semester/trimester grade remaining at the start of the 2020/2021 school year that will not be made up by the student retaking the class, the educator who assigned the incomplete grade may submit a timecard for up to a maximum of one (1) hour to support completion of student work resulting from an incomplete grade. The timecarded work reflects communicating with students and families, assessing submitted work, and changing the incomplete grade to a letter grade. The Parties agree to revisit the application of this provision to incomplete semester/trimester grades awarded in the 2020/21 school year if the number of incompletes is markedly greater than in the past.

IX. WA Kids

WA Kids assessments will be done remotely. Both Parties acknowledge that some components of the WAKids assessment will be marked as Not Evaluated given the constraints of the remote modality. The standing WAKids MOUs will remain in effect.

X. Universal Screenings

Elementary teachers will develop an assessment schedule to complete their screenings prior to October 30, 2020, with as little disruption to synchronous learning as possible.

XI. Equitable Access to Synchronous Learning: New Materials

Due to the COVID-19 pandemic, the District anticipates having to educate its students virtually at times throughout the 2020/2021 school year. The Parties agree that in remote and hybrid learning models synchronous learning opportunities must be provided to our students. The start times for synchronous instruction will be established within the daily school schedules so that it is predictable for staff and families.

The Parties further agree that providing education remotely potentially creates educational inequity because students may not be able to access synchronous virtual learning at the time it occurs. To address this equity concern, the educator will offer supports to allow the students to access any missed synchronous opportunities in which new material or content is covered. Some options that an educator could utilize include, but are not limited to:

- Post lesson resources on the platform utilized by the classroom (e.g. Schoology, Seesaw, Google Classroom),
- Work with students directly during educator office hours/conferring time;
- Small group meetings with students to provide teaching and/or reteaching,
- Small group meetings with students and alternate educator to support learning (ie reassigned employee)
- Prerecorded teacher videos,
- Record virtual synchronous lessons via Zoom or similar platform.

The District will also create a resource which identifies certain community and school supports such as:

- Outside of hours school support,
- Homework Help Center,
- PALs,
- KidsCorps, and
- Provide community resources, such as KCLS Homework Help.

If a student is consistently missing synchronous learning, the educator may elect to nominate the student for SST/BGT and one option may be to have the student access a full asynchronous instruction model.

When a family is unable to access synchronous learning due to a vacation, the educator should follow the protocol that is established in their building's handbook.

XII. Recording Direct Virtual Instruction/Lessons

A District employee choosing to make an audio or visual recording of virtual learning involving students or another employee must first notify all participants of the recording. Secret recordings are expressly prohibited. Recordings may be submitted as artifacts for the purposes of evaluations, but will not be used as observations for performance evaluation unless requested by the educator. Nor can the recordings be used to discipline staff for any action other than those actions that are criminal or violate a Board Policy related to the health and safety of students (e.g. violation of professional boundaries) or discriminatory or harassing conduct, including sexual harassment, involving students, staff, or visitors.

Recordings of virtual learning will be provided for student access on a District-approved platform e.g. GoogleDrive. These recordings shall be deleted within 14 calendar days. Staff members will be appropriately trained on how to set up staff Zoom accounts and how the District intends to upload and delete such recordings. These recordings will be coded as a transitory document.

The District does not permit the recording of conversations or meetings other than those expressly authorized by Board Policy, or the CBAs. This provision is not intended to limit or restrict the audio

and/or visual recording of any meeting recorded consistent with Board policy, law, or the CBAs. Similarly, this provision is not intended to be used to record meetings or conversations not expressly permitted under Board Policy.

Altering or reposting recordings without the creator's consent is strictly prohibited and could result in disciplinary action.

XIII. Evaluation

A. Setting Expectations

1. Understanding that during a year when the mode of teaching and leading may change quickly and multiple times, a formative stance will be most useful.
2. Recognizing that the opportunities for providing/substantiating evidence in the usual ways may be limited; the absence of evidence for an indicator or component should not be cause for lowering a score.
3. Unless otherwise specified in this MOU, all timelines, deadlines, processes and procedures pertaining to staff evaluation in our current CBA will remain in effect.
4. Acknowledging educators' specific contexts (e.g. health concerns, children at home, temporary or unresolvable issues with connectivity/technology) when working remotely, and the impacts these contexts have on their work.
5. Honoring the importance of setting up (reasonable) expectations for educators and school leaders at the outset, and then ensuring supports are provided for them to meet these expectations.

B. Certificated Employees

1. For educators in years two and beyond who are scheduled for a comprehensive evaluation, the educator and evaluator will decide on two criteria to be formally scored using evidence provided during the 2020–21 school year. The remaining six criteria will be scored by assigning the score received in the most recent Comprehensive evaluation. Any educator who is at risk of being put on a comprehensive plan will be offered the support of a mentor in order to offer support. The two criteria will be proposed by the educator and mutually-agreed upon with the evaluator. The educator can be moved to a regular Comprehensive cycle (all 8 criteria) if the evaluator or educator provides notice in writing by December 15.
2. In the 2020/21 school year, educators who are not provisional and who are in years two and beyond who are involuntarily reassigned to a new role or who volunteered for reassignment to new role in response to a District request will be placed in the Focused cycle and be formally scored using evidence provided during the 2020–21 school year. The educator can be moved to a regular Comprehensive cycle (all 8 criteria) if the evaluator or educator provides notice in writing by December 15.

3. For educators on a plan of improvement, the District and Association shall determine modifications, if any, to the evaluation process on a case-by-case basis.

C. Classified Employees

Classified employees who have been assigned to work outside of their job classification shall not be subject to nonrenewal or probation based on evaluations of their effectiveness in their new classification.

Classified employees who have been assigned to work outside of their job classification rated unsatisfactory may be given supports to improve performance or be reassigned.

Nothing in this provision shall change District rights during a new employee's 90-day probationary period.

XIV. Leaves & Benefits Pertinent to Covid-19 Issues

The District and MIEA understand that there are employees who may not be able to work because they are themselves ill, they need to care for another who is sick, they are at increased risk of COVID-19 complications under the Governor's proclamation or care for someone at increased risk, are uncomfortable wearing PPE, or because they are uncomfortable working at this time for whatever personal reason.

A list of potential leave options and other alternative benefits available to employees under the terms of the applicable collective bargaining agreement (CBA) or law include:

1. Alternative assignment for work/services which may be provided remotely, if available;
2. Emergency Paid Sick Leave (EPSL) (80 hours maximum) under the federal Families First Coronavirus Response Act (FFCRA), with, to the extent desired by the employee and allowed by law, 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;
3. Leave for illness, injury or emergency;
4. Shared leave;
5. Personal leave and/or vacation leave (only available under the terms of applicable CBAs);
6. Washington Paid Family Medical Leave (PFML);
7. Worker's compensation (Under certain circumstances, claims from health care providers involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
8. Family Medical Leave Act (FMLA) (unpaid leave except for continued health insurance benefits);
9. Expanded Family Medical Leave (EFML) under the federal Families First Coronavirus Response Act (FFCRA) (2/3's pay up to \$200/day) for up to 10 weeks.
10. Unpaid leave of absence for the period of the temporary disabling condition;

11. Long-term disability benefits;
12. Unemployment benefits; and
13. Paid administrative leave of up to 10 days annually will be made available if the employee has exhausted EPSL and an alternative work assignment for work/services provided remotely is unavailable, and the quarantine was due to an identified close-contact exposure (defined as being within six feet of the COVID-19 positive person for 15 minutes) on District property while the employee was performing a job duty. Such leave is conditioned upon the employee getting tested for COVID-19 at the earliest possible convenience;

Potential Limitations: All the contractual, insurance and statutory leave benefits referenced above have specific rules or external agencies that govern their application, and the terms of this MOU will be interpreted consistent with those rules and agencies. Some of the leave entitlements may require documentation from a health care provider. The leave entitlements within the FFCRA (both EPSLA and EFMLA) currently expire December 31, 2020. The District agrees to notify all members of the MIEA Classified and Certificated Units if the FFCRA is extended or if a new COVID-19 specific leave for which staff may be eligible is created. If the Governor alters those considered at-increased risk, the Parties agree to apply these provisions to those newly identified risk categories. If the District learns that an identified leave benefit does not apply to a group of employees when it was believed to by the District on the date of signing, the District will inform the MIEA president. The District will also publish on its website an addendum regarding any changes in leave applicability to the identified XIV(a)-(j) categories.

a. *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:

1. Alternative assignment for work/services which may be provided remotely, if available and if the employee is healthy enough to perform remote work;
2. Emergency Paid Sick Leave (EPSL) (80 hours maximum) under the federal Families First Coronavirus Response Act (FFCRA), with, to the extent desired by the employee and allowed by law, 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;
3. Leave for illness, injury or emergency;
4. Shared leave;
5. Personal leave and/or vacation leave (consistent with applicable CBA);
6. Washington Paid Family Medical Leave (PFML);
7. Worker's compensation (Under certain circumstances, claims from health care providers involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
8. Family Medical Leave Act (FMLA) (unpaid leave except for continued health insurance benefits);
9. Unpaid leave of absence for the period of the temporary disabling condition;

10. Long-term disability benefits; and
11. Unemployment benefits.

b. *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:

1. Alternative assignment for work/services which may be provided remotely, if available;
2. Emergency Paid Sick Leave (EPSL) (80 hours maximum) under the federal Families First Coronavirus Response Act (FFCRA), with, to the extent desired by the employee and allowed by law, 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;
3. Leave for illness, injury or emergency;
4. Shared leave;
5. Personal leave and/or vacation leave (only available under the terms of applicable CBAs)
6. Paid administrative leave of up to 10 days annually will be made available if the employee has exhausted EPSL and an alternative work assignment for work/services provided remotely is unavailable, and the quarantine was due to an identified close-contact exposure (defined as being within six feet of the COVID-19 positive person for 15 minutes) on District work property while the employee was performing a job duty. Such leave is conditioned upon the employee getting tested for COVID-19 at the earliest possible convenience;
7. Unpaid leave of absence for the period of the temporary disabling condition; and
8. Unemployment benefits.

c. *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:

1. Alternative assignment for work/services which may be provided remotely, if available;
2. Emergency Paid Sick Leave (EPSL) (80 hours maximum) under the federal Families First Coronavirus Response Act (FFCRA), with, to the extent desired by the employee and allowed by law, 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;
3. Leave for illness, injury or emergency;
4. Shared leave;
5. Personal leave and/or vacation leave (only available under the terms of applicable CBAs);
6. Washington Paid Family Medical Leave (PFML);
7. Family Medical Leave Act (FMLA) (unpaid leave except for continued health insurance benefits);

8. Unpaid leave of absence for the period of the temporary disabling condition; and
9. Unemployment benefits.

d. *Increased Risk for COVID-19 Complications Employees:*

Employees who are at higher risk of severe illness or death from COVID-19 as defined by the CDC and 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:

1. Alternative assignment for work/services which may be provided remotely, if available;
2. Leave for illness, injury or emergency;
3. Shared leave;
4. Personal leave and/or vacation leave (only available under the terms of applicable CBAs)
5. Unpaid leave of absence for the 2020/21 school year;
6. Long-term disability benefits, if available; and
7. Unemployment benefits.

e. *Might be at Increased Risk for COVID-19 Complications Employees:*

Employees who might be at increased risk of severe illness or death from COVID-19 as defined by the CDC and 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:

1. Alternative assignment for work/services which may be provided remotely, if available;
2. Leave for illness, injury or emergency
3. Shared leave;
4. Personal leave and/or vacation leave (only available under the terms of applicable CBAs);
5. Unpaid leave of absence for the period of the temporary disabling condition;
6. Long-term and/or short disability benefits, if available; and
7. Unemployment benefits.

f. *Increased Risk for COVID-19 Complications Individual in the Employee's Household*

Employees who themselves are not at increased but have someone in the household who is at increased risk of severe illness or death from COVID-19 as defined by the CDC or the King County Department of Health 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 which may be provided remotely, if available;
2. In limited circumstances, EPSL 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;
3. Personal leave and/or vacation leave (only available under the terms of some CBAs); and

4. Unpaid leave of absence.

g. *Employees Who Cannot Wear a Mask or Other Required PPE:*

An employee whose assignment requires work at a District worksite and who cannot wear personal protective equipment (PPE) required for the employee's assignment including, but not limited to a face 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:

1. Alternative assignment for work/services which may be provided remotely, if available;
2. Personal leave and/or vacation leave (only available under the terms of applicable CBAs);
3. Unpaid leave of absence; and
4. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).

h. *Employees Who Choose to Not Wear a Mask or Other Required PPE:*

An employee whose assignment requires work at a District worksite and who does not have a documented inability to wear PPE required for the employee's assignment, including but not limited to a face mask, but nevertheless does not wish to do so, 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 which may be provided remotely, if available;
2. Personal leave and/or vacation leave (if available under the terms of the applicable CBAs); and
3. Unpaid leave of absence.

i. *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:

1. Continue regular assignment remotely, if available;
2. EPSL 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;
3. 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;
4. Personal leave and/or vacation leave (only available under the terms of some CBAs); and
5. Unpaid leave of absence.

j. *Employees Who Otherwise Choose to not Work at a District Work Site Due to Concern for Safety:*

An employee whose assignment requires work at a District worksite and who does not fit within the conditions of Sections a-i above, 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 which may be provided remotely, if available;
2. Personal leave and/or vacation leave (consistent with terms of the applicable CBAs); and
3. Unpaid leave of absence for a maximum of one year.

XV. Alternative Work Assignments: Temporary

When an employee's standard 2020/21 assignment requires work/services at a District work site and the employee cannot work at the District work site temporarily due to conditions identified in XIV(a)-(c), the District will attempt to provide the following accommodation, where possible:

assigning the employee to available work that can be provided remotely 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.

XVI. Alternative Work Assignments: 2020/21 School Year

When an employee's 2020/21 regular work assignment requires or may require work/services at a District work site and the employee would prefer to not work at a District work site for the 2020-21 school year due to conditions under paragraphs XIV(d)-(j), the District will attempt to accommodate these circumstances by assigning the employee to available work that can be provided remotely 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. Increased risk employees as defined by the CDC and Governor's proclamation;
- b. Employees who might be at an increased risk as defined by the CDC and Governor's proclamation;
- c. Employees who cannot wear a mask or other required PPE;
 - a. Employees with an increased risk individual in the employee's household;
 - b. Employees with children impacted by school closure;

- c. Employees who would prefer to not work at a district work site due to a concern for safety or the requirement to wear a mask or other required PPE.

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

If a remote assignment is created and assigned to an employee with the expectation that it will continue for the entire school year, the District will not be required to reassign employees previously awarded such assignments in order to accommodate remote assignments for other employees whose need for an alternative assignment arises later in the school year.

Reassigned classified employees will be considered in a new job classification for the purposes of training, mentoring, or other supports.

Certificated employees who are reassigned will be offered a job-alike mentor.

Reassigned employees will earn a year's experience for the seniority list for their original assignment.

XVII. Reassignment & Work Outside of Normal Job Description

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 District and MIEA agree to the following limited opportunity for *temporary reassignment* of employees:

- a. An employee may be 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 or if reassignment is necessary to meet the needs of students and the District is in a remote or hybrid school/District model. To the extent a reassigned employee reasonably needs supports or guidance, it will be provided to the extent possible.
- b. Such temporary assignments may include a reassignment of employees to work outside any unit, provided the employee holds the appropriate licensure/certification;
- c. Generally, employees may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable) and prepared to perform. Certificated staff, however, may be given an assignment outside of their endorsement if the reassigned staff member so agrees;
- d. Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
- e. Such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's normal assignment;
- f. Such employee's temporary assignment may not result in displacing another employee performing services within their regular job description;
- g. A temporarily reassigned employee retains a right to return to the employee's original assignment upon resumption of normal school operations, subject to existing contract rights of the District to reduce the workforce and/or reassign employees within the same bargaining unit.

Any requests for a leave of absence for the entire 2020/21 academic year that is submitted within two (2) weeks of the publication of this MOU on the District website will, to the extent possible, be approved by the District. All leave requests from those who are required to be onsite to perform their job will be granted within 14 calendar days of receipt unless otherwise the employee is eligible for immediate release under applicable law. Leave requested by those who can work remotely will be granted subject to the District finding a leave replacement.

XVIII. Health & Safety

Whether we can invite staff and students back into school buildings for an in-person educational model or inviting only staff back into school buildings to teach students remotely, safety is a District & MIEA priority. District-wide health and safety protocols, including the provision and employee use of Personal Protection Equipment (PPE), will be designed and implemented in compliance with the guidance of applicable public health agencies, including King County Public Health, and Labor & Industries (L&I) (together, the “Health Authorities”). Strict compliance with all relevant District safety and health rules will be an essential function of each employee’s job. Safety protocols, including the provision and use of PPE, will likely vary depending upon the job function(s) performed by an employee.

The current District Health and Safety Protocols are described in Appendix A (attached). These protocols are subject to change consistent with the health and safety guidelines identified in the above paragraph. This Protocol will be revisited and may need to be adjusted. The Parties agree that any future version will include, but not be limited to, the following:

- How to screen for symptoms of Covid-19,
- Physical distancing,
- Appropriate Personal Protection Equipment (PPE),
- The appropriate response to individuals exhibiting COVID-19 symptoms on District Property or at a District Activity,
- Training on proper cleaning techniques as appropriate,
- Proper handwashing technique, and
- Return to work guidelines should a staff member need to quarantine due to exposure to a COVID-19 positive or potentially positive person.

The Protocols (Appendix A) will be reviewed and adjusted, as necessary, at least on the same cadence of the District learning phase review or every four weeks, whichever is sooner. Minimally, a member of the District’s Facilities and Operations department, an MIEA representative, and a school nurse will be involved in the protocol review process.

Nothing in this MOU shall be interpreted as preventing the District from making immediate adjustments to the safety protocols if directed or otherwise advised by the relevant Health Authorities. Adjustments that impact working conditions will be subject to negotiations.

XIX. Elementary Specialists Impacts

The Parties agree to suspend Article IV, Section 12 - Certificated Workday, Subsection - Elementary

Specialist Schedule which states “Elementary teacher librarians will provide a minimum of one thirty (30) minute planning period per week for classroom teachers, which is consistent with the services provided in the 2015-2016 school year” for the duration of this MOU.

Asynchronous Instruction

Specialists will teach asynchronously during the 2020-2021 school year.

Music, PE, and Library Specialists will provide a developmentally appropriate weekly lesson for each grade level at their school.

Spanish and Art Specialists will provide alternating lessons on a biweekly basis. For example, on Week A Art provides a lesson and on Week B Spanish provides a lesson. The lessons will be developmentally appropriate.

Librarians will provide “Curb-side Pick-Up” services.

Formal attendance will not be taken for asynchronous learning; to the extent the state requires evidence of participation in asynchronous learning in order to “count” instructional minutes, educators will facilitate this if required. The parties agree to work together to choose, within reason, the least onerous method for the educator of providing such evidence.

Grades will not be required.

Co-Teaching Model

Specialists used in a co-teaching model will provide support to the primary classroom instructor. They will not be expected to create lesson plans nor provide grades in their co-teaching role.

Conferring and Family Support Time

Educators are expected to make themselves available to confer with families during conferring and family support time. They may choose this time to collaborate with other educators when there are not pending conferences with families.

	Monday	Tuesday	Wednesday	Thursday	Friday
8:30-9:15am	Teacher Directed BGT/SST	Teacher Directed	Teacher Directed BGT/SST	8:00 am PLC/ Staff Meetings	Teacher Directed
School Starts for Students at 9:15 every day					
9:15-9:30am	Morning Announcements (video or written) & Class Meeting	Morning Announcements (video or written) & Class Meeting	Morning Announcements (video or written) & Class Meeting	Morning Announcements (video or written) & Class Meeting	Morning Announcements (video or written) & Class Meeting
9:30-10:30am Site- Determined	*Instructional Block <i>(required for students)</i>	*Instructional Block <i>(required for students)</i>	*Instructional Block <i>(required for students)</i>	*Instructional Block <i>(required for students)</i>	*Instructional Block <i>(required for students)</i>

Content (ELA, Math, etc.)**	– attendance taken) 9:30-10:30am	– attendance taken) 9:30-10:30am	– attendance taken) 9:30-10:30am	– attendance taken) 9:30-10:30am	– attendance taken) 9:30-10:30am
10:30-10:45am	Break	Break	Break	Break	Break
10:45-11:45am m Site-Determined Content (ELA, Math, etc.)**	*Instructional Block (required for students – attendance taken) 10:45-11:45am	*Instructional Block (required for students – attendance taken) 10:45-11:45am	*Instructional Block (required for students – attendance taken) 10:45-11:45am	*Instructional Block (required for students – attendance taken) 10:45-11:45am	*Instructional Block (required for students – attendance taken) 10:45-11:45am
11:45am-12:25pm	Lunch	Lunch	Lunch	Lunch	Lunch
12:25 - 12:45pm	Conferring & Family Support Time (scheduled time – optional for students)	Conferring & Family Support Time (scheduled time – optional for students)	Conferring & Family Support Time (scheduled time – optional for students)	Conferring & Family Support Time (scheduled time – optional for students)	Conferring & Family Support Time (scheduled time – optional for students)
12:45-1:45pm Site-Determined Content (ELA, Math, etc.)**	*Instructional Block (required for students – attendance taken) 12:45-1:45am Classroom Teacher Wrap-up	*Instructional Block (required for students – attendance taken) 12:45-1:45am Classroom Teacher Wrap-up	*Instructional Block (required for students – attendance taken) 12:45-1:45am Classroom Teacher Wrap-up	*Instructional Block (required for students – attendance taken) 12:45-1:45am Classroom Teacher Wrap-up	*Instructional Block (required for students – attendance taken) 12:45-1:45am Classroom Teacher Wrap-up
1:45am-2:00pm	Break	Break	Break	Break	Break
2:00-3:45pm	Student Work Time (para support available) <u>Early Release</u>	Student Work Time (para support available) Asynchronous Specialist Classes <u>MUSIC</u> <u>Library Curbside Pick-Up</u> Teacher Planning Time	Student Work Time (para support available) Asynchronous Specialist Classes <u>LIBRARY</u> <u>Library Curbside Pick-Up</u> Teacher Planning Time	Student Work Time (para support available) Asynchronous Specialist Classes <u>PE</u> <u>Library Curbside Pick-Up</u> Teacher Planning Time	Student Work Time (para support available) Asynchronous Specialist Classes <u>ART/SPANISH</u> <u>Library Curbside Pick-Up</u> Teacher Planning Time
3:45-4:00pm		Teacher Directed	Teacher Directed	Teacher Directed	Teacher Directed

* All instructional blocks start with students attending class for a 15-30 minutes direct instruction lesson or teacher-led activity. The remaining portion of scheduled time will be subdivided for small group teacher-led instruction and independent practice/application as scheduled for individual students and student groups by teachers.

** Building Sites will identify content by grade level for each instructional block based on LSP, SPED, ELL, and other student support needs

Certificated & Classified Impacts of the Delivery of District Services Affected by the Covid-19 Pandemic

Signature Page:

DocuSigned by:
Donna Colosky
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Donna Colosky, Superintendent

9/10/2020

Date

DocuSigned by:
Sally Loeser
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Sally Loeser, MIEA President

9/10/2020

Date

District

Erin C. Battersby

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Jamie Prescott

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David Hoffman

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Nick Wold

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Mary Jo Budzius

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Rosie Burns

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MIEA

Tani Lindquist

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Alyssa Mitchell

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Kelly John-Lewis

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Renee DeBock

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Lyndsey Daniels

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Lyndsey B. Daniels
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Creighton Laughary

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Andy Hamp

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Karla Rimmer

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Appendix A: Health & Safety Protocols

These Protocols are specifically designed to reduce the health risk created by COVID-19 in or on District property or District-sponsored activities (together, “District Property/Activity”). Despite the thoroughness of these protocols, the risk posed by COVID-19 cannot be eliminated. To safeguard the health and safety of all involved, it is imperative that these protocols be faithfully followed by all those who enter District buildings at all times. Together, by following the guidance below, we can keep students, the community, and one another healthy.

COVID-19

Coronavirus (COVID-19) is an illness caused by a virus that can spread from person to person. The virus that causes COVID-19 is a new coronavirus that has spread throughout the world. COVID-19 symptoms can range from mild, or no symptoms to severe and life-threatening.

COVID-19 is primarily spread from person to person and a person can become infected by coming in close contact (within 6 feet) with another person that is infected by COVID-19. Public health officials report that COVID-19 is spread through respiratory droplets, and a person may be infected if exposed to these droplets when another person coughs, sneezes, or talks. It is also possible to contract COVID-19 if a person touches their mouth, nose, or eyes after touching a surface that has the live virus on it.

Protocol

Strict compliance with all relevant District safety and health rules, including this Protocol, will be an essential function of each employee’s job. Safety protocols will likely vary depending upon the job function(s) being performed by an employee.

Staff shall be provided training on the below Protocol before first returning to the District Property or participating in a District Activity. A staff member need not be provided training on any provision of the Protocol about which the staff member has previously been trained.

Staff should report any practices inconsistent with this Protocol that constitute an unsafe working condition or work practice as related to COVID-19. As always, staff who observe others behaving in an unsafe manner should strive to first alert the person directly involved and then, if unresolved, alert an administrator or supervisor. If uncomfortable approaching an administrator, staff may always contact Human Resources.

Individuals Excluded from Screening for COVID-19

Professional delivery providers, such as postal carriers, and other visitors who will be onsite for fewer than 15 minutes may enter the worksite without completing an attestation. All persons must stay away from any District location if they are experiencing COVID-19 symptoms and that is the reason they are unable to complete the attestation.

Daily Screening for COVID-19 Overview

Staff, students, and visitors must stay away from any District location or Activity if they are experiencing COVID-19 symptoms.

Staff members, students, or visitors who are not experiencing COVID-19 symptoms may only enter a District Property or attend a District activity after being screened for symptoms and exposure to COVID-19. The District's screening mechanism is a health attestation that should be, when possible, completed prior to arrival at a District facility or District-sponsored activity. Should a staff member, student, or visitor fail to complete an attestation prior to arrival, that individual will be required to complete an attestation upon arrival and before entry into District Property or Activity.

If an attestation is verbally given, interpretation services may be used. If the attestation is provided in writing, the District will, upon request, provide in the home language of staff, students, or visitors if available.

The attestation will include the following:

- a. Do you have any of the following symptoms:
 - Fever of 100.4 F or chills
 - Cough
 - Shortness of Breath or Difficulty Breathing
 - Chills
 - Fatigue
 - Muscle Pain or Body Aches
 - Headache
 - New Loss of Taste or Smell
 - Sore Throat
 - Congestion or Runny Nose
 - Nausea or Vomiting
 - Diarrhoea
 - Other signs or new illness unrelated to another pre-existing condition(such as Seasonal Allergies)
- b. Have you, to your knowledge, been in contact with anyone that is positive for COVID-19 in the past 14 days? Close contact means being within 6 feet (2 meters) of an infected person for 15 minutes or more.
- c. Have you had a positive COVID-19 test for active virus in the past 10 days?
- d. Within the past 14 days has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19?

If the answer is yes to any of the above questions, you may not physically attend District property, worksite, or a District activity. If a staff member, contact your administrator.

The Parties agree and understand that the specific language of the attestation might differ slightly when integrated into an electronic application and translated.

If a staff member, student or visitor does not complete a pre-arrival attestation, that person must complete a temperature self-check within view of a staff member. If unable to perform a self-check, a staff member, most likely an individual assigned to the building front office or the person with whom the visitor/student has an appointment, must perform a temperature check. Any staff member who is designated to complete temperature checks may opt-out of this role if they are known to be in the increased risk or might be at increased risk for severe illness from COVID-19 under the governor's proclamation, Proclamation 20-46.2. Anyone performing temperature checks on a person other than themselves must wear non-cloth disposable earloop, dust mask, or KN-95, if specifically requested and supply permitting, **and** a face shield. Non-cloth disposable ear loop should be disposed of at the end of the day. Dust masks and KN-95 masks will be stored per CDC guidelines and not used more than five (5) times in a row. Staff can take temperatures using the following methods:

- Forehead Scanning
- Thermal Scanning
- Oral Scanning

If a student, staff or visitor's temperature is less than 100 degrees, that individual may proceed into the facility or District sponsored activity. If an individual's temperature is 100 or greater, recheck. If the second check is 100 or greater, consult a nurse or, if unavailable, District administrator for further evaluation. Many students or staff may have a high temperature on screening, but when rescreened the temperature is normal. If this happens and the individual is free of symptoms they should be allowed to participate for the day. The reason why 100 degrees is used here instead of 100.4 (the guidance for COVID-19 and most other illness) is because board policy dictates that if an individual is tested to have a fever of 100 degrees or more, the school nurse or an administrator should be consulted and use their judgment as to whether the tested individual may remain onsite.

After temperature check, students, staff or visitors should proceed for handwashing with soap and water. Hands should be washed for a minimum of 20 seconds. Hand sanitizer may be substituted if handwashing is not readily available.

Daily Screening for COVID-19: Pre-Arrival Attestation

All staff and students shall be screened daily for symptoms and exposure to COVID-19 in the form of an attestation completed prior to arrival; visitors should as well when possible. Staff, students, and visitors who complete a pre-arrival attestation need not complete an in-person screen upon arriving at a District facility or District-sponsored activity.

Monitoring Pre-Arrival Attestations:

- Administrators or supervisors who have staff members working on District Property or at a District-sponsored activity will regularly monitor attestation completion and follow-up with individuals who are expected to be working on-site, have not completed their attestation, and have not requested or been approved for any time off.
- Staff with whom a student is working shall monitor pre-arrival attestations.

Daily Screening for COVID-19: No Pre-Arrival Attestation

Any student, staff, or visitor who fails to complete a COVID-19 attestation prior to arrival at a District facility or at a District-sponsored activity will be verbally given an attestation before entering or upon

entering a District building or activity. After completing the verbal attestations, **the individual will perform a self-temperature check at the District facility or have their temperature taken by a District staff member.**

If an individual wishing to gain entry into a District facility or activity answers “yes” to any of the attestation questions, the following must be done:

- Student - isolate and contact parent/guardian for pick-up,
- Visitors - reschedule appointments,
- Staff Members - Contact your administrator.

COVID-19 Exclusion Overview

1. Staff who do not report to work because they are experiencing COVID-19 symptoms must:
 - a. Not go to work when sick, even if the symptoms are mild.
 - b. Notify their supervisor according to their department’s procedures.Such staff are encouraged to contact their health care provider by phone.
2. If a student or visitor exhibits signs or symptoms of COVID-19 while at District Property/Activity, that individual should be isolated from others until they can leave District Property/Activity.
3. If a staff member is already at work and experiences symptoms of COVID-19, the staff member must:

Inform their supervisor that they are experiencing COVID-19 symptoms, and leave work.

Such staff are encouraged to contact their health care provider by phone.
4. Any student, staff, or visitor with a fever of 100.4 degrees or higher should be excluded from District Property/Activity. Temperature taking is one measure of screening for COVID-19, but should not be considered the only screening. Displaying COVID-19 symptoms is another reason to exclude.
5. Any staff, student, or visitor exhibiting signs or symptoms for COVID-19 should be excluded from District Property/Activity and follow return to District Property/Activity guidelines and timeline.
6. If a person has been in close contact with someone that is positive for COVID-19 without appropriate PPE, that person should be excluded from District Property/Activities and contact their provider for testing.
7. Any staff member or student who is excluded from school or District Property/Activity should not come to District facilities or activities and follow the return to District Property/Activity timeline.

Face Coverings and PPE

1. The District will provide face coverings when requested, and additional PPE when required for the work assigned to the employee.

2. Face coverings must be worn over the nose and mouth to help prevent the spread of COVID-19. This is required by all people while indoors in a shared space, defined as having more than one person within that space, absent documentation of the reason for excusal. Staff need not wear a facial covering if alone in an area, such as an office or classroom. In some cases, a staff member's job duties will dictate a higher level of protection under guidance issued by the relevant health and safety agencies, including Department of Labor & Industries safety and health rules and guidance.
3. Any staff that will have close contact with a student should wear a face shield and a Non-cloth disposable earloop or dust mask. Close contact is defined as working in less than a six-foot radius of another for longer than 15 minutes. Whenever possible, the student with whom the staff member is interacting should wear at least a cloth face covering or a face shield. If the student's family is unable to provide a cloth face mask or shield, the District will provide the face covering for this student.
4. Exceptions to required face coverings are:
 - Children under two years of age
 - People who have disabilities that:
 - Prevent them from comfortably wearing or taking off face coverings
 - Prevent them from communicating while wearing face coverings
 - People who have respiratory conditions or breathing trouble
 - People who have otherwise been advised by a medical, legal, or behavioural health professional not to wear a mask.

Documentation that a person falls in one of the above categories may be required before an individual is granted entry to a District facility.

5. In situations where students cannot wear a face mask or shield, the staff member should wear a procedural mask and face shield. Additional protective barriers, such as clear partitions, may be requested by the staff interacting with the student and, if available, will be provided by the District prior to the staff person working with the student. The requesting staff member should make such a request as soon as reasonably possible upon learning of their desire for such a barrier.
6. At times, wearing a face-covering may interfere with a staff member's ability to work with a student who is deaf or hard of hearing. In these cases, the staff member must wear a face shield when not wearing a mask. It should be noted though that this would put the staff member at higher risk for contracting COVID-19, especially if the student is not wearing a mask. If a face shield is being used, it should extend below the chin of the wearer.
7. Hands should be washed or hand sanitizer used before putting on or removing a mask and/or face shield.

Physical Distancing

1. To the maximum extent possible, staff should maintain a distance of six feet between themselves and other individuals
2. If activities can be done outdoors, that is considered a safer option as it maximizes air circulation. To the extent possible, consider modifying assignments, testing, and other interpersonal interactions so that these interactions can occur outdoors

3. If indoor spaces must be used, minimize the number of people in a closed room and prioritize using larger spaces
4. Current guidance permits a maximum of five (5) adults people in a room for meetings while maintaining six feet of distance
5. There is no limit to the number of students in a given space, as long as a distance of six (6) feet can be maintained.
6. Individuals who work in a shared space must not regularly be in close contact with another when at their workstations performing their duties. Close contact is defined as working in less than a six-foot radius of another person for longer than 15 minutes in one session. The incidental crossing of paths or short interactions within 6 feet are permitted but should be avoided and/or minimized.
7. Keep windows and doors open whenever possible

Cleaning and Disinfecting

1. Desks, chairs and other multi-touch surfaces should be cleaned **at least** daily by custodial staff trained in cleaning, sanitizing, and disinfecting protocols.
2. Educational staff will spray EPA approved cleaning solutions, such as Virex, on surfaces at the end of each school day or when leaving the worksite for the day.
3. If a device, toy, manipulative or other shared material will be used by multiple students, it should be cleaned between uses. Where possible, sharing items between students should be avoided.

Supplies for Non-Custodial Staff (available as needed)

1. Thermometer
2. Mask appropriate to risk per L&I guidelines
3. Face Shields
4. Cleaning Supplies
5. Hand washing station and/or hand sanitizer
6. Barriers consistent with the health authority guidance

Protocol Training

All staff, including substitutes, will be required to complete training on each of the elements in the COVID-19 Protocol relevant to the staff member's assignment. Staff who have already been trained on portions of the Protocols because they have been working throughout the summer months will not be required to be re-trained on those portions of the protocols (e.g. custodians will not need to be retrained on the appropriate use of PPE) unless public health guidelines change. Staff will be provided with an opportunity to ask questions in an interactive way either during or following the Protocol training.

Employees with COVID-19/Suspected COVID-19

The District will work with KCPH if it is notified that a student or staff member has tested positive for COVID.

The District will notify staff and family members of students that have been in close contact with any person that the District learns has tested positive for COVID-19. Close contact is defined by WA DOH and KCPH as anyone that has been within six feet of someone for a period of 15 minutes or more.

Staff and students who do not have symptoms, but have been notified they have been in close contact with someone that has tested positive for COVID-19 or they have come in close contact with someone who is experiencing COVID-19 like symptoms should stay at home and away from others for 14 calendar days. Such individuals should not come to work or school and should avoid public places. They should continue to monitor for symptoms and consult with a medical provider to determine if they should be tested for COVID-19. If the COVID test is negative and they remain symptoms free for 14 days, they may return to work or school.

A student or staff member who is sick and has been in close contact with someone that is positive for COVID-19 should self-isolate at home (avoid other family members) even if symptoms are mild. They should also contact their medical provider and tell them they have been exposed to COVID-19+ person and are now sick.

Any staff confirmed to have COVID-19 can return to work when they have been:

- At least twenty-four (24) hours with no fever AND
- Ten (10) days since symptoms first appeared AND
- Symptoms have improved

A staff member, student or visitor that is exhibiting COVID-19 symptoms should be tested for COVID-19. If that person's COVID-19 test results are negative and they have not had any close contact with someone that is COVID-19 positive, that person may return to work once they are fever-free for 24 hours and their symptoms are improving. However, if a person has symptoms of COVID-19, and receives a negative COVID test, but they are known to have had close contact with someone that is positive for COVID-19, they must stay home for a full 14 days.

A person that has tested positive for COVID-19, but has no symptoms, may return to work 10 days after the test date if they have been symptom-free for all 10 days.