Memorandum of Understanding

Jeffco Public Schools (the District) is committed to offering high quality education while offering safeguards for the health and well-being of students and staff.

Therefore, the District has developed a Restart Plan with full consideration to the health, safety and well-being of our students and employees. This was done by monitoring recommendations and guidance from various key sources - Jefferson County Public Health, Colorado Department of Public Health and Environment, and the Centers for Disease Control. In addition, the district monitors recommendations and guidance from the Colorado Department of Education and the State of Colorado. All the recommendations and guidance from these sources drives the development of a safe Restart Plan, and the District is in compliance with all laws and public orders.

The District will continue to monitor recommendation, guidance, and public health information to make adjustments to the health and safety work protocols for our staff. This memorandum of understanding captures the efforts Jeffco Public Schools and JCEA agree to take to ensure the 2020-2021 school year is opened in a safe way for students and staff.

Communication
The District will create a collaborative monitoring committee with members appointed by the Superintendent after an application process and association recommendations. The committee shall consist of members of the JCEA, JESP, administrators, and parent/community representatives. The committee is created to monitor Colorado and Jefferson County pandemic conditions and school data including school infection rates, student attendance and engagement, and other pertinent data for the purpose of making recommendations for adjustment to the Restart plan, this MOU, and suggest solutions for problems that arise out of the pandemic conditions. Recommendations must be data-informed from findings and information from the Colorado and Jefferson County Public Health Departments. Recommendations will be made to District leadership after the committee agrees to the recommendation using a consensus model. Jeffco will adhere to all Colorado and Jefferson County public health guidelines at a minimum. The committee may request appropriate information and data of the District, to assist in reaching consensus.

Safety Precautions
1. Staff and students will be trained on building health and safety procedures, including descriptive signage. This will occur prior to students return to school buildings, and as needed throughout the school year.
2. Staff will self-screen at minimum one time per day, before entering a school building.
3. Students will be screened upon entry to the building, and if not cleared for entry, will not be allowed to join a cohort, class, or other group setting.
4. Entry, exit, and hallway travel times will be coordinated and controlled to minimize contact and congregation of large groups.
5. The District will require masks to be worn throughout the school day by students and staff. Face coverings may be taken off during appropriate and coordinated breaks, meal times, nap times, outdoor times in which social distance can be maintained, and when appropriate for medical or health reasons.
   a. Any medical exemption will be reviewed by the District Health Services Department to validate the request and communicate the exemption to school administrators.
b. The failure of a student to comply with these expectations will be considered grounds for student discipline.

6. Social distancing will be practiced to the greatest extent possible, along with all other mitigation efforts, with location-specific guidelines communicated to staff and students.

7. Regular hand washing and sanitizing is required at to-be-determined times in the school setting, as developed and communicated at the school level based on the guidance from the Director of Health.

8. School classrooms and common areas will be cleaned regularly, and sanitized as needed, according to protocols developed by the Custodial Services Department. Cleaning will be completed primarily by custodial staff, with light maintenance completed by classroom teachers or other staff.

9. The District will maintain school-specific ventilation programs that meet building codes and serve student and staff safety for ventilation/air flow practices during the pandemic issue.
   a. Target full-room air exchange is 7.5 to 10 air exchanges per hour.
   b. Annual and other scheduled service will be completed as identified by District Facilities Department.
   c. Facilities staff will centrally monitor systems performance

10. The District will maintain a report form, in order for employees to express concerns regarding health and safety protocols and lack of adherence to these directives.

11. The District will monitor and appropriately minimize, when possible, through various actions at the school level, the volume of student contacts for itinerant staff such as DTL, AMP, SPED and other itinerant staff. Collaborative problem solving conversation will be used to hear concerns.

**Personal Protective Equipment**
Educators will be provided face coverings and face shields. Instruction for appropriate replacement of lost or damaged items will be provided to all schools, and coordinate through office administration.

In the event a staff member is directed to purchase protective supplies by an administrator, these expenses will be reimbursable to the employee, with proper proof of purchase.

**COVID-19 Testing, Quarantine**
The District will coordinate free COVID-19 testing for symptomatic employees. The District will assist with coordination of insurance-paid COVID-19 testing and treatment.

The District will develop, post, and update (as needed) quarantine procedures, to prepare staff for implementation in event of a need to quarantine a cohort or cohorts of students and staff. The District will consider all relevant orders from public health sources in development and update of these plans.

In the event of a positive COVID-19 case, communication will be made to the school staff and student/family community considered in a cohort or close contact with the positive individual.

**Temporary Teacher Reassignment – One-Year COVID Related**

**School-Based Educators**

Principals may make a grade level, subject or remote/in-person assignment change. Principals will do this thoughtfully to allow preparation time and to best address needs of the students.
For the 2020-2021 school year, principals may partner to have an educator in the remote teaching environment deliver education to students in more than one school.

For the 2020-2021 school year, principals may make a temporary transfer of an educator to another school for remote teaching or in-person teaching.

In either instance of 2020-2021 school year reassignment, the educator mutual consent assignment remains at the home school assignment for the following year (2021-2022). The educator will be considered a part of the home school staff for purposes of staffing, school-based budget planning, displacement, reduction in force, or furlough.

Non-School-Based Educators

For the 2020-2021 school year, a non-school-based educator may be reassigned to a school or schools, on a regular or intermittent basis, to contribute to the delivery of direct in-person instruction and supervision of students.

For the 2020-2021 school year, a non-school-based educator may be reassigned to a school or schools, on a regular or intermittent basis, to contribute to the delivery of direct remote learning instruction and supervision of students.

In either instance of 2020-2021 school year reassignment, the educator maintains the right to the non-school-based assignment for the following year (2021-2022). The educator will be considered a part of the department staff for purposes of staffing, budget planning, displacement, reduction in force, or furlough.

Assignment in Remote and In Person

In general, elementary educators will be assigned to a remote teaching or in-person teaching assignment. Elementary educators will not have class sections with combined in-person and remote instruction, unless agreed upon in advance by the educator and the administrator.

In the secondary hybrid model, educators will deliver instruction to students in a combined in-person and remote learning environment.

The District has prepared, and will continue to develop and update, appropriate resources for educators, and will continue to collect feedback for the development and update of the resources.

In both of the above situations, collaborative problem solving conversations between the educator and administrator should occur to determine how to accomplish this type of combined section and identify supports to this type of combined section. Through collaborative conversation, considerations will be made to monitor alternate schedule options throughout the year. Such supports may include training, technology, peer support, time, and other resources available.

Educators that are granted remote work assignment location due to personal documented conditions will be allowed to work from home. Educators assigned to deliver remote instruction based on scheduling need, but not granted remote work assignment due to risk factors, will be allowed to work from home and/or use the school building during regular school hours, and as arranged with the building administrator.
Meetings, and General Information
Staff meetings and other joint meetings will be held with remote option, to facilitate attendance by remote workers/educators and staff that prefer meeting attendance through web-meetings for social distancing. During planning and professional development non-contact days, educators will be allowed to work from home and/or use the school building during regular school hours, and as arranged with the building administrator. School administrators may schedule appropriate in-person professional development or planning events or days, with advanced notice to the educators requiring attendance.

Educators will not be assigned multiple concurrent tasks that create a conflict of duties, such as monitoring in a classroom and in hallways at same time, or monitoring in classroom and outdoors at the same time.

Any employee discipline or other appropriate meeting that includes an association representative must occur with multiple methods offered (in person, remote) and allow for employee and any association representative to participate in the same location or style.

The District is making efforts to provide equitable resources for all students, and will work with JCEA to identify any equity gaps and problem-solve appropriate solutions.

Use of Sick Leave
The District will follow all federal and state laws regarding sick leave, as currently required in the Families First Coronavirus Response Act and the Healthy Families and Workplaces Act (state). The District will implement with fidelity the Emergency Sick Leave Bank, when requests are received, in a timely manner. The District will regularly communicate sick leave use options and rules to employees to keep staff updated on any changes.

Employees should not report to work when ill, but use appropriate sick leave accruals. Employees will not be disciplined for appropriate use of sick leave.

Breaks, Duty Free Lunch
Educators will continue to have planning time as indicated in the collective bargaining agreement (Article 5-3-6). Educators will receive their duty free lunch per Article 5-3-5.

School administrators will, in the event an assigned classroom is not available during educator planning time, make available alternate planning time locations that meet the safety mitigation measures of the district.

School administrators will consider additional planning time for educators teaching students in concurrent in-person and remote environments.

Class Coverage in the Event of Educator Absence
Educators will prepare general and daily-specific sub plans, for use by a substitute teacher or co-worker in time of absences. If physically unable to prepare substitute plans, the educator will communicate the inability to the principal as soon as possible.
Educators will not be asked to cover another educator absence if that coverage involves combining cohorts of students. An educator that agrees to cover an additional class during a planning period will receive compensation per standard District practices.

Any educator, (such as instructional coach, digital teacher librarian, counselor, dean, etc.) may be utilized for class coverage (for substitute coverage) in order to maximize in-person instructional time for students. Any educator with frequent substitute coverage events will discuss altering outcomes and expectations of normal duty tasks with the school administrator.

Any non-school-based, non-classroom educator that holds a professional license may be utilized in school-based substitute classroom coverage, as needed and assigned. Any non-school-based non-classroom educator with frequent substitute coverage events will discuss altering outcomes and expectations of normal duty tasks with the direct supervisor.

Academics and Evaluation
Educators are expected to use and/or choose from the corresponding Learning Management System that has been assigned to their grade level (Seesaw PK-3, Google Classroom 3-12, and Schoology 6-12). When the options available represent a choice for use of LMS, that choice is at the teacher discretion, unless the school has used an alternate collaborative process to determine a collective Learning Management System.

Observations, feedback and evaluations will occur for all educators. Principals will consider additional supports and additional conversations/points of feedback for any educator shifting roles, assignments, and/or rubrics in 2020-2021 school year.

Observations may occur in the remote learning environments. Observations must be done openly, with the administrator clearly indicating presence in the online learning tool.

Class Size
Class sizes of in person and remote teachers will follow the guidelines in Article 8. Classes may be comprised of multiple grade levels, and may fluctuate during the school year.

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Jason L. Slaw
Jeffco Public Schools

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Brandi A. Williams
Jefferson County Education Association

8/20/20
Date

8/20/20
Date