

**Memorandum of Understanding  
Chimacum School District  
and  
Chimacum Custodial, Grounds & Maintenance Association (CCGMA)  
COVID-19 IMPACT NEGOTIATIONS- 2020-21 SCHOOL YEAR**

**CCGMA reserves the right to make proposals on additional issues related to the impact of COVID-19  
for the 2020-21 school year.**

The Chimacum School District No. 49 (“District”) and the Chimacum Custodial Grounds Maintenance Association (“Association”) hereby confirm the following agreements related to the reopening of school for the 2020-21 school year in light of the unprecedented outbreak of SARS-CoV-2, the virus that causes the illness COVID-19.

**WHEREAS**, Governor Jay Inslee has proclaimed that an ongoing State of Emergency exists in all counties of Washington State related to COVID-19;

**WHEREAS**, the Washington Office of Superintendent of Public Instruction (“OSPI”) has required the board of directors of each school district to adopt a reopening plan for the 2020-21 school year that addresses topics such as mandatory health and statutory education requirements;

**WHEREAS**, OSPI has published “Reopening Washington Schools 2020: District Planning Guide” (the “Guide”), which establishes guidance for reopening schools for 2020-21;

**WHEREAS**, Superintendent of Public Instruction Chris Reykdal has stated that the fall opening for 2020-21 may be a “hybrid face-to-face/online model or any combination of modalities and schedules that meet [the] local community needs, while also affording all students in [a] district access to their basic education rights”;

**WHEREAS**, the District administration has collaborated with Association representatives and other stakeholders on reentry guidelines for the 2020-21 school year (“Reentry Guidelines”), which outline standards, guidelines, and recommendations for reopening school in the areas of operations; student/staff social and emotional wellbeing; school schedules, activities, events, attendance, and enrollment; information and instructional technology; curriculum and instruction; and communications;

**WHEREAS**, the Board of Directors approved the District’s reopening plan (“Reopening Plan”) required by OSPI on August 19, 2020;

**WHEREAS**, Jefferson County remains in “Phase 2” of the “Safe Start Washington” plan issued by Governor Jay Inslee May 4, 2020, and therefore the District announced on August 19, 2020, that school will begin in a hybrid-instruction format for 2020-21; the District will return to regular school operations (with some modifications) when the Superintendent determines it is reasonably safe to do so;

**WHEREAS**, it is the duty of the District to provide safe and equitable working, teaching and 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 and English Language Learner services;

**WHEREAS**, the parties share a mutual interest in protecting the health and safety of students, families, employees, and the community, and they also share a mutual interest in ensuring that a high-quality education is accessible to all students including, but not limited to, students receiving special education and English-language learner services. In some cases, self-contained Special Education students may be served on school campuses in order to meet Individualized Education Plan (IEP) goals. An open lab may be staffed at a school for students who are having difficulty accessing virtual classrooms on a case-by-case basis;

**WHEREAS**, the parties desire this Memorandum of Understanding (“MOU”) to establish changes to the terms and conditions of work for Association employees for the 2020-21 school year consistent with the Guide and relevant federal, state, and local health and education requirements, due to the unique circumstances of the ongoing, global COVID-19 pandemic; and

**WHEREAS**, the parties recognize that the COVID-19 pandemic is an unprecedented and still-developing situation that may require further communication and modification of the work.

The District will follow recommendations of CDC, DOH, OSPI and the Governor of the State of Washington.

**I. STUDENT AND STAFF HEALTH PRECAUTIONS**

At all times, all employees, students, and building visitors will follow county health department guidelines. If guidelines change, the District will update all stakeholders immediately.

The District and Association agree that the public health crisis requires visitors be kept to an absolute minimum. The District shall ensure all visitors are approved and screened prior to entering any district building.

No building will open for in-person teaching and learning without adequate facilities and supplies.

**A. Face Coverings**

All employees, students, and building visitors shall properly wear a cloth or disposable face mask that covers the chin, mouth and nose and meets the county health department and/or Washington Department of Health guidelines, while at any district facility or in any district vehicles or attending any district event.

1. The District shall provide face coverings for all employees and students as needed, following county health department guidelines.
2. Employees may choose to provide their own face coverings that meet the same standard of effectiveness as District-provided face-coverings and meet county health department guidelines.
3. Face shields may not replace masks but may be used simultaneously. The District shall provide face shields on request.
4. Employees working with students who cannot wear a face covering, or are not because they are eating, shall be provided all appropriate personal protective equipment (PPE), including but not limited to cloth or disposable masks, eye protection, face shields, gloves, and clothing, as described by L&I, the DOH, and the CDC. Those working with multiple cohorts will be provided similar equipment upon request.

5. The District shall create a process by which students choosing to not wear masks (except those students identified for health reasons) or refusing to maintain physical distancing will be promptly identified, removed to a designated safe location separate from any potential interaction with students and non-supervising staff, and required to wear a mask before returning to an in-person learning environment. Administration will be responsible for any progressive student discipline regarding face masks.
6. Building administrators will actively monitor staff and student compliance with social distancing protocols and other safety precautions and report concerns.

The District will provide notice to all employees, parents/guardians, and students of relevant health and safety protocols as they exist at that time. Should health and safety protocols change during the school year, the District will provide reasonable notice to the Association leadership and affected employees.

In the event that the District learns that employees, students, or other visitors to District facilities have tested positive for or are suspected of having COVID-19 and that contact tracing and communication with potentially affected persons is necessary, appropriate District administration will perform those duties in collaboration and in conjunction with Jefferson County Health Department. The district will promptly notify Association leadership and keep them updated regarding the developing situation.

**B. Health Screenings**

Any person entering a school facility will complete a daily health attestation, be screened for COVID-19 symptoms, and will have their temperature checked by district personnel, prior to entering that facility. Employees shall have the option to self-screen. Students or employees displaying any COVID-19 symptoms (identified per county health department guidelines) will go directly to the designated quarantine area or directly home. Students will be escorted to the quarantine area as needed. Health screening attestations must be provided in the home language of students' family/guardian.

**C. Physical Distancing**

Capacity for students and staff in any facility and/or classroom shall be limited by physical distancing requirements of at least six square feet between all students and staff. If public health guidelines are amended to require spacing of more than six feet, this agreement will conform with the current guidelines. 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.

The District will determine the number of students that may be in a classroom or other facility while observing physical distancing. Room occupancy limits will be posted outside each door and inside each room.

**D. Personal Protective Equipment (PPE)**

The District shall provide appropriately upgraded PPE and training for employees. Such upgraded PPE includes, but is not limited to, the following:

1. Single use gloves

2. Full body protective suits
3. Shoe/boot covers
4. The District shall provide, in writing, the reason(s) for any refusal to provide PPE requested by unit members.

**E. Handwashing**

The District shall provide adequate facilities and supplies for staff and student handwashing as required by OSPI's guidelines, including handwashing stations (including portable, if necessary) and hand-sanitizing supplies in each classroom/workspace.

**F. HVAC**

The District will ensure that all HVAC systems are determined to provide adequate air circulation and filtration to prevent the spread of COVID-19 from one room or office space to another office space and within a room utilized by more than one person. No building will open for in-person teaching and learning and no room or space within a building will be used until such determination can be made.

**G. Sanitation of Facilities**

The district shall provide custodial support to sanitize all surfaces at appropriate daily intervals including cleaning after lunches, meals, and in between cohorts. The district shall provide custodial support to frequently clean high use areas including bathrooms, classrooms, common spaces, etc.

**H. Employee Rights to a Safe Work Environment**

District administration agrees to provide prompt direction to employees when questions or concerns regarding staff and student safety arises. No employee reporting a potential violation or filing a complaint regarding staff and student safety shall be discriminated against or face reprisals for reporting a potential violation or a complaint.

**II. EXCLUSION OF STUDENTS AND STAFF WITH COVID-19 SYMPTOMS**

Students and staff who display COVID-19 symptoms as defined by CDC and/or WaDOH shall be immediately excluded from the classroom setting.

1. Classrooms and other facilities used by a student or staff member who is excluded as described above shall be evacuated as soon as possible, and will be disinfected according to CDC, DOH, and OSPI guidelines.
2. Employees who were exposed to a student or staff member who is excluded as described above shall be notified as soon as possible, but no later than end of the school day.
3. The District will create a process that will immediately and safely remove a sick student from the learning environment. Unit members will not be requested nor required to escort such students.
4. The District shall provide a safe room for excluded students to wait for their parents/guardians. This room shall be designated specifically for this purpose.

**III. SHORT TERM BUILDING CLOSURE**

District counts days as school days given building is in remote status only.

Staff assignments as follows:

1. Staff assigned to building to clean (if available)
2. Staff assigned to different building per job classification duties if available
3. Staff does not work those days and selects the following:
  - a. Days are made up during non-school days that are beyond employee contract days; or
  - b. Employee chooses unpaid leave status.

**IV. MEETINGS**

Meetings, including professional development shall be provided remotely or socially distanced outside following the current recommendations of the public health department. Employees may opt to attend in-person meetings remotely. On non-student contact days, no employee shall be required or expected to report to any district facility for remote staff meetings and professional development.

**V. TRAINING AND PROFESSIONAL DEVELOPMENT**

All staff shall receive professional development and training on COVID-19 health and safety precautions. Employees hired after the start of school shall receive this training prior to their first day with students. This training shall be paid at the appropriate hourly rate for all staff and may be scheduled on a previously scheduled District-directed day.

**VI. COMMUNICATION WITH STUDENTS AND FAMILIES**

Students and their families will receive regular communication from the building and/or District regarding health and safety expectations, including but not limited to wearing face coverings, physical distancing, handwashing, and health screenings.

**VII. SCHEDULING, REMOTE INSTRUCTION, AND CUSTODIAL, MAINTENANCE AND GROUNDS SUPPORT**

**A. 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 shall be part of the unit member's work year.

**B. Reduce Exposure by Changing Work Hours**

District has the right to change normal work hours to provide more time between building occupancy and staff cleaning time.

**VIII. LEAVES**

COVID-19 presents unique health, family, disability and staffing challenges for the District and its employees. The following provisions are included to provide clear, objective, and practical options

for the District and the employees facing those challenges. In all cases, strict compliance with all relevant District safety and health rules will be an essential function of each employee's job.

Employees who have been directed to leave work to get tested for COVID-19 shall be provided up to two (2) days of paid administrative leave that will not be deducted from their available paid leave. The District may assign alternative work during this time.

Paid administrative leave for the period of mandatory quarantine if the employee has exhausted EPSL, an alternative work assignment is unavailable, and the quarantine was due to a suspected or confirmed exposure at a District worksite.

**1. Employees with COVID-19/Suspected COVID-19**

Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law.

1. Emergency Paid Sick leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA) up to the employee's regular daily salary
2. Leave for illness, injury or emergency
3. Shared leave
4. Personal leave and/or vacation leave available under CBA
5. Washington Paid Family Medical Leave (PFML)
6. Worker's compensation (Claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
7. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
8. Unpaid leave of absence for the period of the temporary disabling condition; long-term disability benefits;
9. Unemployment benefits.

**2. Employees Quarantined Due to Possible Exposure to COVID-19**

Employees who have been advised by a public health agency to quarantine at home due to possible exposure to COVID-19 may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

1. Employees may request to work remotely
2. Emergency Paid Sick leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA) up to the employee's regular daily salary
3. Leave for illness, injury or emergency
4. Shared leave
5. Personal leave and/or vacation leave available under CBA
6. Washington Paid Family Medical Leave (PFML)
7. Worker's compensation (Claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
8. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);

9. Unpaid leave of absence for the period of the temporary disabling condition; long-term disability benefits;
10. Unemployment benefits.

### **3. Employees Caring for Someone with COVID-19/Suspected COVID-19**

Employees who are caring for an individual who is subject to quarantine because that individual has been diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

1. Employees may request to work remotely
2. Emergency Paid Sick leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA) up to the employee's regular daily salary
3. Leave for illness, injury or emergency
4. Shared leave
5. Personal leave and/or vacation leave available under CBA
6. Washington Paid Family Medical Leave (PFML)
7. Worker's compensation (Claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
8. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
9. Unpaid leave of absence for the period of the temporary disabling condition; long-term disability benefits;
10. Unemployment benefits.

### **4. High Risk Employees**

Employees who are at higher risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation 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. Emergency Paid Sick leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA) up to the employee's regular daily salary
2. Leave for illness, injury or emergency;
3. Personal leave;
4. Unpaid leave of absence for the 2020-21 school year; and
5. Unemployment benefits.
6. The District may require a doctor's note.

### **5. Higher 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 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. Emergency Paid Sick leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA) up to the employee's regular daily salary
2. Leave for illness, injury or emergency;
3. Personal leave; and
4. Leave of absence for the 2020-21 school year.

#### **6. Employees with Children Impacted by School Closure**

An employee who must care for the employee's child because of a school closure or unavailability of the care provider due to COVID-19 precautions may choose to come to work at a District work site when required by the employee's assignment or may choose to access 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;
2. Emergency Paid Sick leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA) up to the employee's regular daily salary
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. Leave for illness, injury or emergency;
5. Personal leave; and
6. Unpaid leave of absence for the 2020-21 school year.

#### **7. Possible Limitations**

All the contractual, insurance and statutory leave benefits referenced above have specific rules or external agencies that govern their application, and the terms of this agreement will be interpreted consistent with those rules and agencies. Some of the leave entitlements may require documentation from a health care provider. The leave entitlements within the FFCRA (both EPSLA and EFMLA) currently expire December 31, 2020, and the parties agree to meet prior to that date to reconsider whether the leave entitlements above will be amended.

The parties agree to meet to address future guidance for higher risk employees based on the actions or inactions of the governor.

### **IX. CLOSE CONTACT PAY**

1. Close contact pay will be retroactive to the start of the 2020-21 contract year and will terminate at the end of the 2020-21 school year. In the event the precautions necessitated by the Covid-19 pandemic are lifted prior to the end of the 2020-2021 school year (physical distancing, masking, hand-washing protocols, disinfecting and sanitation procedures, etc.); unit members have had access to and been fully vaccinated in accord with the standards set



by the appropriate state agencies including the local DOH, and; the state of emergency has been withdraw; unit members will no longer be eligible for the close contact pay.

2. Custodial employees and any employees assigned custodial duties will receive an additional \$2.00 per hour for two and one half (2.5) hours per day to clean spaces that are higher risk due to human waste or vomit which includes any additional time for unforeseen clean-up areas. These spaces include restrooms, health rooms, safe rooms and clean-ups that could happen in all spaces.
3. Employees assigned to clean spaces of a confirmed quarantine will receive an additional \$2.00 per hour for this additional cleaning paid on a timesheet. The Director of Maintenance determines when a confirmed quarantine has occurred as informed by the Department of Health.

**IX. EVALUATIONS**

For the duration of this MOU, the District will follow OSPI guidelines related to evaluation of employees.

**X. GRIEVANCE**

This Memorandum of Agreement is fully grievable under Article XV – Grievance Procedure, of the parties’ Collective Bargaining Agreement.

**XI. ASSOCIATION RIGHTS**



The Association will be given at least two paid hours to review the contents of this MOU with their respective members. The District shall provide access to Zoom accounts with adequate group capacity at the request of the Association to conduct these meetings.


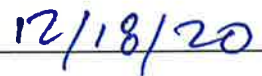
**XII. EFFECTIVE DATE & DURATION**

This MOU will be in effect for the 2020-21 school year, unless the parties agree in writing to terminate it earlier. This MOU is not precedent-setting and is intended to address only the specific and unprecedented health emergency presented by COVID-19. All other provisions of the collective bargaining agreement shall remain in full effect.

**XIII. REOPENER**

In the event members of the association are asked or required to perform other duties not outlined in this MOU (such as bus support), such duties will be negotiated prior to the start of work.

  
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Date

  
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Union  
  
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Date