

**MEMORANDUM OF UNDERSTANDING BETWEEN  
CHIMACUM SCHOOL DISTRICT  
and  
CHIMACUM INDEPENDENT ASSOCIATION (CIA)**

**Regarding Terms of Employment and Delivery of Educational Services  
Affected by COVID-19 for the 2020-21 School Year**

The Chimacum School District No. 49 ("District") and the Chimacum Education 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.

## **I. REOPENING TIMELINE**

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

## **II. 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 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. 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. In the event a paraeducator is required to communicate with students, parents or guardians, via phone or video conferencing, the paraeducator may have another paraeducator, certificated staff member or administrator on the call if requested.

**C. Employees Who Cannot Wear a Face Covering or Other Required PPE**

An employee whose assignment requires work at a District work site and who cannot wear personal protective equipment (PPE) required for the employee's assignment, including but not limited to a face covering, 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 from home, if available;
2. Leave for illness, injury or emergency;
3. Personal leave;
4. Unpaid leave of absence for the 2020-21 school year; and
5. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).

**D. Employees Who Choose to Not Wear a Face Covering or Other Required PPE**

An employee whose assignment requires work at a District work site and who does not have a documented inability to wear PPE required for the employee's assignment, including but not limited to a face covering, 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 from home, if available;
2. Personal leave; and
3. Unpaid leave of absence for the 2020-21 school year.

**E. 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 work site and who does not fit within the conditions listed 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 from home, if available;
2. Personal leave; and
3. Unpaid leave of absence for the 2020-21 school year.

**F. 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.

**G. Physical Distancing**

Capacity for students and staff in any facility and/or classroom shall be limited by physical distancing requirements of at least six feet between all students and staff. It is understood that this may limit the number of students in a classroom or facility at any given time and may require alternative scheduling.

1. 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.
2. 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.

**H. Handwashing**

The district shall provide adequate facilities and supplies for staff and student handwashing as required by OSPI's guidelines. An increase in current facilities will be considered adequate if readily accessible by all staff and students while maintaining social distancing protocols.

1. No employee shall be required to supervise students of the opposite identified gender from the employee's identified gender in bathrooms or locker rooms while handwashing, unless it is required by their job description.

2. Non-gendered handwashing stations and hand sanitizer dispensers will be provided outside of bathroom facilities, especially near entries, exits, and intersections.

**I. 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, regardless of testing status.

1. Classrooms and other facilities used by a student or staff member who is excluded as described above shall be immediately 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 during the school day shall be notified as soon as possible, but no later than the end of the contract day.
3. The District will create a process that will immediately and safely remove a sick student from the learning environment and accompany them to a designated, supervised area separate from any potential interaction with students and non-supervising staff.
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.

**J. 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.

**K. 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. No bargaining unit member will be required to perform custodial duties. The district shall provide custodial support to frequently clean high use areas including bathrooms, classrooms, common spaces, etc. Employees will be responsible for cleaning their own personal working space, i.e. teacher desk and personal items.

**III. 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 confirmed exposure at a District worksite.

**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 benefits under the terms of the applicable collective bargaining agreement (CBA) or law.

1. Employees may request to work remotely; no request shall be unreasonably denied.
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.

**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 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; no request shall be unreasonably denied.
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.

**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. Employees may request to work remotely; no request shall be unreasonably denied.
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.

**D. 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. 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. Leave for illness, injury or emergency;
4. Personal leave;
5. Unpaid leave of absence for the 2020-21 school year; and
6. Unemployment benefits.

The District may require a doctor's note.

**E. 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. Alternative assignment for work/services which may be provided from home, if available (see paragraph 10 below);
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. Personal leave; and
5. leave of absence for the 2020-21 school year.

**F. 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.

**IV. ALTERNATIVE WORK ASSIGNMENTS**

**A. Provision One**

When an employee's assignment requires work/services at a District work site and the employee cannot, or chooses to not, work at a District work site, the District will attempt to accommodate these circumstances by assigning the employee to available work that can be provided remotely from home 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:

1. Employees who hold the appropriate training, licensing, endorsement or other qualifications for the position;
2. Employees quarantined due to possible exposure to COVID-19;
3. Employees caring for someone with COVID-19/suspected COVID-19;
4. Higher risk employees or employees with a higher risk individual in the employee's household;
5. Employees with children impacted by school closure;
6. Employees who cannot wear a mask or other required PPE;
7. Employees who choose to not work at a district work site due to concern for safety; and
8. Employees who choose to not wear a mask or other required PPE.



If two or more employees have equal priority under the conditions above, the District will use District seniority to make the assignment. 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.

**B. Provision Two**

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

1. An employee may be temporarily 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;
2. Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable) and prepared to perform;
3. Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
4. Such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's normal assignment;
5. Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description;
6. Such employees shall not be assigned job duties associated with job classifications with a higher rate of pay than the employee's rate of pay;
7. Such temporary assignments may, with advance notice to the Association, include a reassignment of employees (a) to work within the jurisdiction of another bargaining unit, or (b) from other bargaining units to work residing within the jurisdiction of this bargaining unit; provided, the other bargaining unit agrees to similar provisions, and further provided that union dues, if any, paid by the employee will continue to be paid to the representative of the employee's original bargaining unit;
8. The 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; and
9. This provision applies exclusively to the assignments and job duties of Association represented employees, unless agreed to by other bargaining units. Association-represented employees will not be assigned job duties performed by job classifications in other bargaining units without the agreement of any affected bargaining unit(s).

**V. 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.

## **VI. EMPLOYEE RIGHTS TO A SAFE WORK ENVIRONMENT**

The District is committed to providing a safe and healthy work environment as required by DOH, L&I, and OSPI. Any staff member who has a concern should report their concerns to their supervisor. The supervisor will respond to the concern no later than the end of the day.

Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or the workplace safety committee. Such employees may in limited circumstances also have recourse through the Department of Labor & Industries under WAC 296-360-150

### Communication with Employees Regarding Positive Test Results

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.

District administration agrees to provide prompt direction to employees when questions or concerns regarding staff and student safety arises.

### Supervision for Compliance

The District shall designate a supervisor at each building/worksites to monitor employee health and safety. Prior to any employees' first workday, employees shall be notified of the name and contact information of this supervisor. No bargaining unit member shall act as such a supervisor.

## **VII. EMPLOYEE ASSIGNMENTS**

### **A. Alternate Reassignment**

The parties recognize that use of remote or hybrid modes of instruction may necessitate additional reassignment of Association employees to meet emerging needs. Therefore, the parties agree that reassignments related to remote, or hybrid learning are to accommodate urgent needs of the District. The District will provide reasonable notice to employee of any reassignment.

### **B. Staffing and Assignments**

Employees assigned to work in person with students in the preschool classroom or flexible learning program will receive an additional \$2.00 per hour for the time the employee is working with students in close contact such as feeding, diapering and/or hand over hand.

Employees assigned to work in person with students with one on one supervision will receive an additional \$2.00 per hour for the time the employee is working with students in close contact such as feeding, diapering and/or hand over hand, for the time spent on these tasks.

Employees covering similar duties will be compensated with the additional \$2.00 per hour and documented on a timesheet.

One on one positions that fit in this category will be reviewed and hours designated by the administrator of the program.

**C. Food Service Employees**

All Food Service personnel shall be trained in Covid-19 food preparation and distribution standards in effect now or as modified in future.

Food Service employee work sites and stations shall adhere to the standards for physical distancing, entry and testing as agreed elsewhere in this MOU.

**D. Administrative Office Professionals**

As provided elsewhere in this MOU, unit employees working in administrative offices of the District, at all worksites, shall be provided with workplaces maintaining the six-foot (6') distancing requirements; PPE as requested by the employee and necessary to ensure the health and safety of the employee and public; office work stations and offices outfitted with appropriate plexiglass barriers; sanitation stations outside the immediate work location for entering and departing staff, students and members of the public, and; other such PPE and external protective paraphernalia as appropriate and necessary to protect students, staff and the public.

**E. Temporary or Substitute Employees**

The District will not employ temporary employees or substitutes, including long-term substitutes or employees transferring into positions with higher pay or more hours, for positions that become temporarily vacant unless the District can show that the assignment of the temporary or substitute employee does not lead to the reduction in hours or positions of bargaining unit members either temporarily or long term.

**VIII. REOPENER**

In the event paraeducators administrative office professionals and food service employees 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.

